



AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, March 21, 2022, 7:00 p.m.

*If you wish to provide written public comment regarding any items below by email, please provide them by noon on March 21, 2022 to cityclerk@gardnerkansas.gov. The meeting will be open to the public *

*Watch this meeting live on the City's YouTube channel at
<https://www.youtube.com/user/CityofGardnerKS> *

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. AAA Community Traffic Safety Award Presentation
2. 2021 End of Year Financial Report

PUBLIC HEARINGS

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on March 7, 2022
2. Standing approval of City expenditures prepared March 2, 2022 in the amount of \$361,904.76; March 4, 2022 in the amount of \$847,229.31; and March 11, 2022 in the amount of \$365,190.43
3. Consider the appointment of two Public Defenders
4. Consider authorizing the execution of a service contract with Denali Water Solutions, LLC for the Hillsdale WTP Waste and Residuals Pond Cleanout
5. Consider authorizing the execution of a supplemental agreement with KDOT for the US-56 Reconstruction project

PLANNING & ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on the final plat for Prairie Trace Meadows Lot 18 Replat

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider adopting an ordinance amending Chapter 2.50 of the Gardner Municipal Code relating to Municipal Court

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

COUNCIL ACTION FORM**PRESENTATION ITEM NO. 1****MEETING DATE: MARCH 21, 2022****STAFF CONTACT: JAMES BELCHER, CHIEF OF POLICE**

Agenda Item: AAA Community Traffic Safety Award Presentation**Strategic Priority:** Quality of Life**Department:** Police

Background/Description of Item:

The AAA Community Traffic Safety Awards are presented to communities for their efforts to improve local traffic safety. There are three levels, Bronze, Silver, and Gold. Gardner is being awarded the Silver Award for the past year's efforts. Presenting the award is Retired Master Deputy Bob Hamilton. Mr. Hamilton is retired from the Johnson County Sheriff's Office and now works for Kansas Department of Transportation. Receiving the award are Chief James Belcher and Sgt. David Rolf.

COUNCIL DISCUSSION FORM**PRESENTATION ITEM NO. 2****MEETING DATE: MARCH 21, 2022****STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR**

Agenda Item: 2021 End of Year Financial Report**Strategic Priority:** Fiscal Stewardship**Department:** Finance

Background/Description of Item:

Finance Director Matthew Wolff will present the 2021 End of the Year Financial Report to the Governing Body.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

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March 7, 2022

The City Council of the City of Gardner, Kansas met in regular session on March 7, 2022, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Steve Shute, Kacy Deaton, Tory Roberts, and Erik Van Potter. City staff present were City Administrator Jim Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Johnson County Transit – Pilot Program

Josh Powers, Johnson County Government, said the BOCC approved pilots late last year. There will be a phased implementation, beginning with express routes in the county this spring, and the rest of the changes in July. The goal for the pilot projects is a better system that is focused on accessibility and efficiency. It will connect housing, workforce and jobs. The core is the vulnerable population – those who are living with a disability or over the age of 60. The county transit department received \$15.2 Million in transit funding that can only be spent on transit programs and operations. The backbone of the transit system has been moving people from the county into the urban core and back again. The 595 comes to Gardner to a 'park and ride'. Ridership isn't great because the service isn't great. It's a 70-minute trip. Before the pandemic, the commuter numbers were dropping off. Covid made it worse, so they are reducing the number of trips they are offering. All five express routes will be running three trips in the morning and in the evening, down from the previous six to eight trips. Powers showed maps of the existing commuter network and proposed network. Over time, the express routes have become less express with more stops, leading to long ride times. The goal is to make the express routes truly express by focusing on the 'park and ride'. People can get to the 'park and ride' and get on a vehicle that immediately gets on the interstate. Powers noted that Gardner doesn't get a lot of fixed route service, but the micro transit does offer benefit to Gardner. He shared that they are introducing complementary paratransit. It's a federal requirement that when they reach a certain level of service, if there is a person living within ¾ mile of an existing route, but because of a disability can't get to the stop, the bus service will pick them up at their house. Powers showed maps of the existing fixed route network and the proposed weekday network, with limited routes on Saturdays. The micro transit pilot has been successful the last three years. Powers showed maps of the existing micro transit service area and the proposed expanded service area. The expanded service area includes Gardner and Edgerton. Under the existing plan, every ride is \$1.50 no matter where the rider starts or stops. Under the new proposed plan, there are three zones. If a rider starts a micro transit ride at the community college and rides to the intermodal area, the fare would be \$3.00 because the ride crosses into the southern zone. Riding from the intermodal to Shawnee Mission Pkwy will be \$5.00 because the ride crosses through all three zones. It's a tiered fare structure. It will also run seven days a week, as opposed to the current six. Riders in Gardner can use micro transit to get to the northeast corner of the center, and get on a fixed route service to travel into Kansas City, Missouri. These changes have been authorized and are moving forward, but not all the details have been set. There are opportunities for feedback.

Councilmember Baldwin asked about the boundary of the micro transit on the northwest corner of Gardner. Powers showed a map indicating up 56 Hwy and Waverly. He noted if that's not the best location, it can be shifted. Councilmember Roberts said they should move it west. Baldwin said west of the airport would cover several neighborhoods. Councilmember Deaton said if it's at the airport, people could fly in and have access to the county. Powers said they have the ability to track trips and needs. Councilmember Shute asked if there is an app to call for rides. Powers confirmed and said they also have a call center. Shute said it's been difficult for the disabled and elderly community. Powers said they expanded paratransit in 2018, and thought they would lose interest in the paratransit when releasing micro transit. Councilmember Van Potter asked hours of service.

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Powers said 6am-8pm. Baldwin said micro transit will be popular here. Mayor Winters mentioned marketing. Powers would ask for help from the city. Baldwin asked if they can specify a wheelchair or bicycle when they call for service. Powers said all micro transit are ADA compliant and have bike racks. Director Knopick said he is providing growth numbers to county.

PUBLIC HEARINGS

PUBLIC COMMENTS

No members of the public came forward.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on February 21, 2022**
2. **Standing approval of City expenditures prepared January 31, 2022 in the amount of \$113.75; February 4, 2022 in the amount of \$422,109.35; and February 11, 2022 in the amount of \$487,243.18**
3. **Consider authorizing the City Administrator to enter into a contract with HPI Energy for Phase 2 of the Gas Turbine Control Systems Upgrade**
4. **Consider authorizing the City Administrator to execute a contract for the Prairie Trace West Lift Station, Project No. ED2001, in the amount of \$907,192.00**
5. **Consider authorizing an agreement with the Gardner Chamber of Commerce**
6. **Consider authorizing appointments to the Utility Advisory Commission**
7. **Consider authorizing reappointments to the Economic Development Advisory Committee**
8. **Consider authorizing an appointment to the Planning Commission**
9. **Consider authorizing the appointment of a Lead City Prosecutor**
10. **Consider authorizing the appointment of a City Prosecutor**
11. **Consider authorizing the execution of agreements between WaterOne and the City of Gardner to create two special benefit districts (Grata)**
12. **Consider authorizing the execution of a contract with Riverside Strategic Solutions, LLC for consulting services**
13. **Consider authorizing an amendment with Affinis Corp. to provide additional design services for the Waverly Road, 175th Street to Madison project**

Councilmember Roberts asked to remove item 12 from the Consent Agenda.

Councilmember Deaton asked to remove item 3 from the Consent Agenda.

Mayor Winters asked to remove item 13 from the Consent Agenda.

Councilmember Deaton made a motion to approve items 1-2 and 4-11 on the Consent Agenda.

Councilmember Shute Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Discussion of Consent Agenda Item 3, *Consider authorizing the City Administrator to enter into a contract with HPI Energy for Phase 2 of the Gas Turbine Control Systems Upgrade*

Councilmember Deaton said the original project budget was \$450,000, now it's \$1.2 Million. Director Garcia said the \$450,000 was based on 2014 numbers. Last year, he informed the finance director the cost would be closer to \$1 Million. It included only the cabinets and hardware, not the installation or engineering. Mayor Winters asked if the improvements would make it more efficient to run. Garcia said no, but will make them more reliable.

Councilmember Deaton made a motion to authorize the City Administrator to enter into a contract with HPI Energy for Phase 2 of the Gas Turbine Control Systems Upgrade for a lump sum cost of \$1,180,761.19.

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Councilmember Van Potter Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Discussion of Consent Agenda Item 12, *Consider authorizing the execution of a contract with Riverside Strategic Solutions, LLC for consulting services*

Councilmember Roberts noted it's not in the budget and asked where it will be paid from. She asked if this could be performed by the Deputy Administrator. Administrator Pruetting said it would be paid from the general fund. They are lobbyists in Washington DC, so the deputy administrator cannot do it. Roberts noted her concern that it wasn't budgeted and hoped the city had internal resources. Pruetting said they can lobby and work with the county and state on pass-through grants coming from the federal government. They can leverage consultants for their relationships in Washington for earmark money through the appropriations process. Roberts asked if there are benchmarks. Pruetting said it's a leverage play. Roberts asked if they would provide reports. Pruetting confirmed.

Councilmember Deaton made a motion to authorize the City Administrator to execute a one-year contract with Riverside Strategic Solutions, LLC for consulting services in the amount of \$90,000.

Councilmember Shute Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (4-1, Roberts – No)

Discussion of Consent Agenda Item 13, *Amendment with Affinis Corp. to provide additional design services for the Waverly Road, 175th Street to Madison project*

Mayor Winters asked about project timeline, because the trail is important. Director Headlee said the project end date is in May, and work should begin any time.

Councilmember Deaton made a motion to authorize the City Administrator to execute Amendment No. 2 with Affinis Corp. to provide additional design services for the Waverly Road, 175th Street to Madison project in an amount not to exceed \$41,870

Councilmember Van Potter Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

- 1. Consider adopting an ordinance adopting a City of Gardner Base Salary Structure and City of Gardner Sworn Officer Salary Structure- Fiscal Year 2022, as well as approving a Cost of Living Adjustment for all City employees and an updated compensation plan for Sworn Officers of the Gardner Police Department**

Finance Director Matt Wolff presented in 3 parts: city-wide compensation issues, sworn officer recruitment and retention, and cost of implementation. Staff identified issues that negatively impact the city's compensation structure and the city's ability to attract and retain talent. There was inflation of 7% last year. Private and public sector are struggling to recruit new employees. This led to increases in starting wages. Higher starting wages for new employees creates wage compression in the organization. Other county governments continue to enhance compensation packages, making it difficult to recruit and retain employees. Staff proposes a cost of living adjustment (COLA) of 2% for all city staff in 2022. This helps prevent erosion of wages due to inflation, assists in addressing wage compression issues, and enhances the compensation package. The greatest recruitment and

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retention struggle is with sworn officers. The city loses officers before they reach 5 years of service. Staff recommends implementing an immediate \$1.85 market adjustment. This recommendation closes the pay gap between Gardner PD and the surrounding area over the first 5 years of employment. Staff also recommends hiring bonuses to increase candidate pool for existing vacancies. The city currently has 6 sworn officer vacancies. The recommendation is \$3,000 for certified officer transfers and \$2,000 for new recruits. Staff recommends creating a separate salary ordinance for sworn officers that is in line with the surrounding areas. There are recommended changes to the salary ranges for officers, corporals, detectives and sergeants based on area averages. In order to improve a long-term retention and recruitment, staff recommends expanding career ladders within the police department. Sworn officers would receive a 5% increase at the time of promotion and the promotions are at 5-year increments. This allows them to move through the salary range more quickly and is in line with area agencies. The estimated cost of the COLA adjustment is \$178,800 and the sworn officer market adjustment is \$123,200, totaling \$302,000. The expansion of the police career ladders will have a minor impact in 2022, but will add cost to future budgets. The cost of living bonuses will be driven by recruitment activity. Increased wages will have some budgetary impact on payroll, taxes, benefits and overtime, but will partially be offset by fewer overtime hours due to more adequate staffing levels.

Councilmember Deaton thanked staff who worked on this. For city staff who are not sworn officers, can they adjust COLA to 3%? They are not near inflation. Mayor Winters asked where 2% came from. Pruetting said they considered higher numbers, and tried to manage the financial impact. The goal was to stay around \$250,000-\$300,000, not to compete with other agencies dollar for dollar. Councilmember Van Potter asked if there are potential retention and recruitment numbers with this change versus now. Pruetting said recruitment is lower because they can't compete with some agencies' offers. This was a good start without locking into problematic steps. Chief Belcher said they don't have projections, but noted they are on their 4th hiring process since last spring and have not hired anyone. Pruetting said that's not unique to Gardner. Van Potter said being a cop in Gardner is different than KCMO. The compensation difference is because of the difference in circumstance. The police force is the cornerstone of the safety and security of the community. Councilmember Baldwin asked if they considered a sunset on the sign-on bonus, or a repayment or cancelation if someone leaves early. Pruetting said they considered half payment up front, and half after training. Belcher said with non-certified officers, once they graduate from the academy, a statute that protects the city for one calendar year from graduation. If another agency hires them within that calendar year, the city can require that jurisdiction to reimburse expenses. Councilmember Shute said he is glad to see this come forward, and commends staff for their time and effort. Belcher thanked the governing body for their support and thanked Finance Director Wolff and Deputy Administrator Nasta for their work and efforts. Winters returned the discussion to the issue of 3% and asked if staff had numbers. Wolff said they can calculate and get back to council. The 2% was considered reasonable while catching up and not add a burden to the budget. Adding another percent would be approximately another \$80,000. Deaton said it would help make up the difference with inflation, and it would be a one-time raise. Baldwin said he wants to address that during budget discussions, but wants to take care of PD right now. The amount is a mill they will need to absorb. There are open positions in the police department that need filled for safety. There aren't many openings in the rest of city staffing. Roberts agreed. Shute wants to be proactive and not be in a position to lose people because of salary. He supports waiting to discuss the additional 1% adjustment; they can absorb the additional \$70,000. Wolff said there is money available in the general fund. Staff are working on year-end and just received sales tax reports for December, but the general fund is healthy. Revenues exceeded expectations. They have a strong fund balance. Wolff said it's about governing body priorities. Shute said employee retention is a big priority. Van Potter said it's about the cost of acquiring and training a new employee versus keeping the person in the position. Roberts is not against a COLA, but this wasn't planned. They don't have numbers yet. Deaton said the reason for suggesting 3% is because the governing body compliments staff at every meeting. It can impact someone's paycheck. Van Potter said it would be prudent to see the numbers. If they move forward with 2% today, they can move forward with another 1% later. Winters asked for consensus on the 2% and it was received.

Councilmember Van Potter made a motion to approve a Cost of Living Adjustment (COLA) of 2% for all City staff; and an updated compensation plan, including market adjustments, updated promotional ladders, and signing

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bonuses for Sworn Officers of the Gardner Police Department; and adopt Ordinance 2727, an ordinance adopting a revised City of Gardner Base Salary Structure and City of Gardner Sworn Officer Salary Structure- Fiscal Year 2022

Councilmember Shute Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2727.

Deaton:	Yes
Roberts:	Yes
Shute:	Yes
Van Potter:	Yes
Baldwin:	Yes

COUNCIL UPDATES

Chief Belcher thanked the governing body for their support.

Director Wolff said staff haven't closed accounting period 13 yet, but will be closing soon. He will bring a n update at the next council meeting. The numbers will be unaudited numbers. Audited numbers will be published in June.

Deputy Administrator Nasta thanked council for their support on the pay ordinance.

Administrator Pruetting said they got the last technical memo from GBA last week. They will be asking council for a work session at the 2nd meeting in April. Staff are continuing to work with KDHE to better define what the city can or can't do.

Director Knopick said there is no EDAC meeting this week. They will meet again in April.

Councilmember Roberts said three downtown businesses reached out about downtown snow removal. Is there interest in revisiting this? The city removed snow for 20 years, and are no longer doing it. Mayor Winters said he shared ideas with Administrator Pruetting today. Roberts said there was issue with enforcement. Pruetting said enforcement is a council direction. Council can direct changes to enforcement. Roberts also said snow was pushed into parking spots closest to the businesses, and people had to walk further in the snow to get to the business. Downtown is a destination and they need to improve relations. Winters said they have time before next winter. Roberts said they set precedent for 20 years.

Councilmember Shute gave kudos to road crews for snow removal. He offered a reminder to drivers to have patience regarding Main Street and asked drivers to follow signs and be courteous.

Councilmember Baldwin noted that since 175th and Waverly was fixed, drivers are not stopping at the stop sign. He suggested a "stop ahead" sign further back from the intersection. Councilmember Shute suggested a flashing red beacon on top of the sign. Headlee said staff will look into it.

Mayor Winters sat on the interview team for city prosecutors. The top for candidates said they appreciated the Gardner Court Clerks. Winters thanked the clerks for their good work. Winters noted several positions for boards and committees were filled tonight. He thanked them for the service and volunteering.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Shute and seconded by Councilmember Deaton the meeting adjourned at 7:59p.m.

City Clerk

VEND NO	SEQ#	VENDOR NAME							
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT
0005013	00	HSA BANK							
W364620		000638		00	02/28/2022	001-1140-411.31-15	HSA SERVICE FEE	CHECK #:	112.00
								131	
							VENDOR TOTAL *	.00	112.00
0000331	00	KDHE - BUREAU OF WATER							
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C20172101-22822000640				00	02/28/2022	531-9100-491.71-02	BULL CREEK I	CHECK #:	12,289.45
C20172101-22822000641				00	02/28/2022	531-9100-491.71-03	BULL CREEK I	CHECK #:	1,280.15
C20195601-22822000642				00	02/28/2022	531-9100-491.71-01	BBCWWTP	CHECK #:	239,138.19
C20195601-22822000643				00	02/28/2022	531-9100-491.71-02	BBCWWTP	CHECK #:	70,530.79
C20195601-22822000644				00	02/28/2022	531-9100-491.71-03	BBCWWTP	CHECK #:	8,601.32
							VENDOR TOTAL *	.00	411,141.18
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EMP1-GD-2021-12007239				00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	135,790.93-
EMP1-GD-2022-01000225				00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	229,452.01-
EMP1-GD-2021-12007238				00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	19,003.58-
EMP1-GD-2022-01000225				00	02/18/2022	501-4120-441.46-02	MONTHLY BILLING	EFT:	3,016.66
EMP1-GD-2022-01000225				00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	331,881.44
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							HAND ISSUED TOTAL ***		411,253.18
							EFT/EPAY TOTAL ***		49,348.42-
							TOTAL EXPENDITURES *****	.00	361,904.76
						GRAND TOTAL	*****		361,904.76

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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VENDOR TOTAL *							150.00	
0000056 44531	00	AMERICAN EQUIPMENT CO. 000652	00	03/04/2022	001-3120-431.52-16	PLOW PARTS	EFT:	3,730.67
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0000566 137636	00	AMERICAN TOPSOIL, INC. 000645	00	03/04/2022	521-4230-442.52-12	DIRT	EFT:	210.00
VENDOR TOTAL *							.00	210.00
0001986 5178694-00	00	ANIXTER, INC. PI0110 007939	00	02/25/2022	501-4130-441.52-31	ELECTRICAL MATERIALS	EFT:	5,419.01
5068237-02		000645	00	03/04/2022	501-4130-441.52-31	TRANSFORMER BLOCKS	EFT:	1,596.15
5198279-00		000645	00	03/04/2022	501-4130-441.52-31	MINI TAG	EFT:	207.02
5181982-00		PI0109 007937	00	02/11/2022	501-4140-441.62-15	ELECTRICAL MATERIALS	EFT:	110,460.28
5085247-00		PI0118 007938	00	03/03/2022	501-4140-441.62-15	600 FUSE CABINET	EFT:	22,872.61
VENDOR TOTAL *							.00	140,555.07
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A012538		000652	00	03/04/2022	521-4230-442.21-01	MONTHLY BILLING	EFT:	69.18
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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004994 A012538 A012538	00	BENEFITS DIRECT 000652 000652	00	03/04/2022 03/04/2022	721-0000-202.03-07 721-0000-202.03-08	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	9,021.50 250.06
VENDOR TOTAL *							.00	10,929.56
0001773 40900 40912 40900 40900	00	BHC RHODES PI0112 007607 PI0111 007391 PI0116 007629 PI0113 007630	00	03/02/2022 03/01/2022 03/03/2022 03/02/2022	001-3130-431.31-10 130-3130-431.62-04 521-4210-442.31-15 531-4310-443.31-15	PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES PROFESSIONAL SERVICES	EFT: EFT: EFT: EFT:	354.16 4,733.75 354.17 354.17
VENDOR TOTAL *							.00	5,796.25
0002420 BMS59902 BMS74448 BMS73487 BMS63272	00	BRENNTAG MID-SOUTH, INC PI0102 007933 PI0105 007931 000645 000645	00	01/19/2022 02/11/2022 03/04/2022 03/04/2022	521-4220-442.52-13 521-4220-442.52-13 521-4220-442.52-13 521-4220-442.52-13	CHEMICALS CHEMICALS CHEMICALS CHEMICALS	EFT: EFT: EFT: EFT:	10,880.60 34,432.80 1,321.64 1,288.04
VENDOR TOTAL *							.00	47,923.08
0005213 2022 KNOA 2022 KNOA	00	BRIAN DEER 000538 000538	00	02/25/2022 03/04/2022	001-2120-421.46-01 001-2120-421.46-01	2022 KNOA PER DIEM 2022 KNOA PER DIEM	CHECK #: 130075 224.20	224.20
VENDOR TOTAL *							224.20	224.20
0005214 10358	00	BROCKMAN LANDSCAPE & IRRIGATION 000645	00	03/04/2022	117-3130-431.62-07	IRRIGATION REPAIRS	EFT:	4,750.00
VENDOR TOTAL *							.00	4,750.00
0005198 0108665021922 0241458022122	00	CHARTER COMMUNICATIONS 000634 000652	00	03/04/2022 03/04/2022	602-1340-413.47-05 602-1340-413.47-05	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	119.99 950.00
VENDOR TOTAL *							.00	1,069.99
0002621 49713	00	CLAYCO ELECTRIC CO, INC. 000646	00	03/04/2022	521-4220-442.43-02	INSTALLED VFD'S	EFT:	1,200.00
VENDOR TOTAL *							.00	1,200.00
0001059 02282022	00	COSENTINO FOOD STORES 000646	00	03/04/2022	001-6110-461.54-51	DADDY DAUGHTER BALL	1,977.76	
VENDOR TOTAL *							1,977.76	
0000288 509916 511360	00	CROFT TRAILER SUPPLY, INC. 000635 000635	00	03/04/2022 03/04/2022	001-3120-431.44-02 001-3120-431.43-02	TRAILER REPAIR TRAILER REPAIR	EFT: EFT:	4,740.00 691.21
VENDOR TOTAL *							.00	5,431.21
0002336 02282022	00	DAVIS, PHIL 000646	00	03/04/2022	001-6110-461.54-51	DJ SERVICES	375.00	
VENDOR TOTAL *							375.00	
0004998	00	DELTA DENTAL OF KANSAS						

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO	NO						AMOUNT
0004998	00	DELTA	DENTAL	OF	KANSAS				
1005114202203		000646		00	03/04/2022	001-1120-411.21-01	MONTHLY BILLING	EFT:	152.64
1005114202203		000646		00	03/04/2022	001-1140-411.21-01	MONTHLY BILLING	EFT:	20.44
1005114202203		000646		00	03/04/2022	001-1150-411.21-01	MONTHLY BILLING	EFT:	20.44
1005114202203		000646		00	03/04/2022	001-1305-413.21-01	MONTHLY BILLING	EFT:	71.32
1005114202203		000646		00	03/04/2022	001-1310-413.21-01	MONTHLY BILLING	EFT:	213.96
1005114202203		000646		00	03/04/2022	001-1330-413.21-01	MONTHLY BILLING	EFT:	122.20
1005114202203		000646		00	03/04/2022	001-2110-421.21-01	MONTHLY BILLING	EFT:	223.96
1005114202203		000646		00	03/04/2022	001-2120-421.21-01	MONTHLY BILLING	EFT:	639.48
1005114202203		000646		00	03/04/2022	001-2130-421.21-01	MONTHLY BILLING	EFT:	20.44
1005114202203		000646		00	03/04/2022	001-3120-431.21-01	MONTHLY BILLING	EFT:	264.84
1005114202203		000646		00	03/04/2022	001-3130-431.21-01	MONTHLY BILLING	EFT:	163.08
1005114202203		000646		00	03/04/2022	001-6105-461.21-01	MONTHLY BILLING	EFT:	213.96
1005114202203		000646		00	03/04/2022	001-6120-461.21-01	MONTHLY BILLING	EFT:	193.52
1005114202203		000646		00	03/04/2022	001-7110-471.21-01	MONTHLY BILLING	EFT:	173.08
1005114202203		000646		00	03/04/2022	001-7120-471.21-01	MONTHLY BILLING	EFT:	20.44
1005114202203		000646		00	03/04/2022	501-4110-441.21-01	MONTHLY BILLING	EFT:	71.32
1005114202203		000646		00	03/04/2022	501-4120-441.21-01	MONTHLY BILLING	EFT:	163.08
1005114202203		000646		00	03/04/2022	501-4130-441.21-01	MONTHLY BILLING	EFT:	346.16
1005114202203		000646		00	03/04/2022	521-4210-442.21-01	MONTHLY BILLING	EFT:	50.88
1005114202203		000646		00	03/04/2022	521-4220-442.21-01	MONTHLY BILLING	EFT:	213.96
1005114202203		000646		00	03/04/2022	521-4230-442.21-01	MONTHLY BILLING	EFT:	153.08
1005114202203		000646		00	03/04/2022	531-4320-443.21-01	MONTHLY BILLING	EFT:	122.20
1005114202203		000646		00	03/04/2022	602-1340-413.21-01	MONTHLY BILLING	EFT:	152.64
1005114202203		000646		00	03/04/2022	604-1320-413.21-01	MONTHLY BILLING	EFT:	163.08
1005114202203		000646		00	03/04/2022	721-0000-202.03-08	MONTHLY BILLING	EFT:	4,136.48
VENDOR TOTAL *								.00	8,086.68
0003481	00	DPC INDUSTRIES INC							
817000172-22		PI0103	007934	00	01/25/2022	521-4220-442.52-13	CHEMICALS	EFT:	2,496.00
VENDOR TOTAL *								.00	2,496.00
0003960	00	ELLIOTT EQUIPMENT COMPANY							
166181		000636		00	03/04/2022	531-4330-443.52-04	HOSE FOR VAC TRUCK	EFT:	2,650.00
VENDOR TOTAL *								.00	2,650.00
0004946	00	EVERGY							
4469208877	0222000646			00	03/04/2022	521-4220-442.40-05	MONTHLY BILLING	77.00	
7011930732	0222000646			00	03/04/2022	531-4320-443.40-05	MONTHLY BILLING	593.20	
6466308678	0222000646			00	03/04/2022	531-4320-443.40-05	MONTHLY BILLING	25.71	
VENDOR TOTAL *								695.91	
0005206	00	FORTERRA CONCRETE PRODUCTS							
LA00008551		000646		00	03/04/2022	531-4330-443.43-10	MANHOLE TOP	EFT:	690.00
VENDOR TOTAL *								.00	690.00
0003725	00	FRANKS, JAROD							
03022022		000646		00	03/04/2022	501-4120-441.53-02	MONTHLY BILLING	200.00	
VENDOR TOTAL *								200.00	
0000086	00	GALLS, LLC							

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0000086	00	GALLS, LLC						
020539618		000646	00	03/04/2022	001-2120-421.53-02	BOOTS	EFT:	125.00
020505667		000646	00	03/04/2022	001-2120-421.53-02	BOOTS	EFT:	110.95
020545999		000646	00	03/04/2022	001-2120-421.53-02	PANTS	EFT:	66.14
020554786		000646	00	03/04/2022	001-2120-421.53-02	PANTS	EFT:	58.95
020519232		000646	00	03/04/2022	001-2120-421.53-02	SHIRTS	EFT:	43.51
020519233		000646	00	03/04/2022	001-2120-421.53-02	SHIRTS	EFT:	134.23
VENDOR TOTAL *							.00	538.78
0000914	00	GARDNER HISTORICAL MUSEUM						
2022 DONATION		PI0100 007930	00	03/01/2022	105-1120-411.58-00	2022 BUDGET SUPPORT	20,000.00	
VENDOR TOTAL *							20,000.00	
0000181	00	GRAINGER						
9208008707		000646	00	03/04/2022	521-4220-442.52-12	SUPPLIES	EFT:	58.94-
9204482443		000646	00	03/04/2022	521-4220-442.52-12	SUPPLIES	EFT:	103.10
VENDOR TOTAL *							.00	44.16
0005093	00	GROUP GARDNER, LLC						
03012022		000646	00	03/04/2022	107-9100-491.49-05	TIF DISTRIBUTION	EFT:	66,585.44
03012022		000646	00	03/04/2022	107-9100-491.49-05	TIF DISTRIBUTION	EFT:	2,087.75
02202022		000646	00	03/04/2022	108-9100-491.49-05	CID DEVELOPMENT	EFT:	88,709.54
VENDOR TOTAL *							.00	157,382.73
0001840	00	GT DISTRIBUTORS INC						
INV0890295		000646	00	03/04/2022	001-2120-421.53-02	HOLSTER	EFT:	58.50
INV0889600		000646	00	03/04/2022	001-2120-421.61-09	POLICE CAR EQUIPMENT	EFT:	1,315.14
VENDOR TOTAL *							.00	1,373.64
0004993	00	HARTFORD, THE						
362712293225		000646	00	03/04/2022	001-1120-411.21-02	MONTHLY BILLING	EFT:	22.90
362712293225		000646	00	03/04/2022	001-1140-411.21-02	MONTHLY BILLING	EFT:	9.16
362712293225		000646	00	03/04/2022	001-1150-411.21-02	MONTHLY BILLING	EFT:	3.08
362712293225		000646	00	03/04/2022	001-1305-413.21-02	MONTHLY BILLING	EFT:	9.16
362712293225		000646	00	03/04/2022	001-1310-413.21-02	MONTHLY BILLING	EFT:	15.79
362712293225		000646	00	03/04/2022	001-1330-413.21-02	MONTHLY BILLING	EFT:	12.24
362712293225		000646	00	03/04/2022	001-2110-421.21-02	MONTHLY BILLING	EFT:	21.40
362712293225		000646	00	03/04/2022	001-2120-421.21-02	MONTHLY BILLING	EFT:	107.08
362712293225		000646	00	03/04/2022	001-2130-421.21-02	MONTHLY BILLING	EFT:	4.58
362712293225		000646	00	03/04/2022	001-3110-431.21-02	MONTHLY BILLING	EFT:	9.16
362712293225		000646	00	03/04/2022	001-3116-431.21-02	MONTHLY BILLING	EFT:	4.58
362712293225		000646	00	03/04/2022	001-3120-431.21-02	MONTHLY BILLING	EFT:	35.14
362712293225		000646	00	03/04/2022	001-3130-431.21-02	MONTHLY BILLING	EFT:	25.98
362712293225		000646	00	03/04/2022	001-6105-461.21-02	MONTHLY BILLING	EFT:	19.90
362712293225		000646	00	03/04/2022	001-6120-461.21-02	MONTHLY BILLING	EFT:	29.06
362712293225		000646	00	03/04/2022	001-7110-471.21-02	MONTHLY BILLING	EFT:	18.32
362712293225		000646	00	03/04/2022	001-7120-471.21-02	MONTHLY BILLING	EFT:	3.04
362712293225		000646	00	03/04/2022	501-4110-441.21-02	MONTHLY BILLING	EFT:	7.66
362712293225		000646	00	03/04/2022	501-4120-441.21-02	MONTHLY BILLING	EFT:	21.40
362712293225		000646	00	03/04/2022	501-4130-441.21-02	MONTHLY BILLING	EFT:	40.85

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004993	00	HARTFORD, THE						
362712293225		000646	00	03/04/2022	521-4210-442.21-02	MONTHLY BILLING	EFT:	4.58
362712293225		000646	00	03/04/2022	521-4220-442.21-02	MONTHLY BILLING	EFT:	25.98
362712293225		000646	00	03/04/2022	521-4230-442.21-02	MONTHLY BILLING	EFT:	35.22
362712293225		000646	00	03/04/2022	531-4320-443.21-02	MONTHLY BILLING	EFT:	22.90
362712293225		000646	00	03/04/2022	551-4520-445.21-02	MONTHLY BILLING	EFT:	1.13
362712293225		000646	00	03/04/2022	601-1230-412.21-02	MONTHLY BILLING	EFT:	4.58
362712293225		000646	00	03/04/2022	602-1340-413.21-02	MONTHLY BILLING	EFT:	13.74
362712293225		000646	00	03/04/2022	603-3150-431.21-02	MONTHLY BILLING	EFT:	4.58
362712293225		000646	00	03/04/2022	604-1320-413.21-02	MONTHLY BILLING	EFT:	25.98
VENDOR TOTAL *							.00	559.17
0000286 27215H	00	HAYNES EQUIPMENT CO., INC. PI0106 007932	00	02/03/2022	531-4320-443.43-02	FLOW MODULE	EFT:	6,834.00
VENDOR TOTAL *							.00	6,834.00
0005183 02222022	00	HENDERSON LAW, LLC 000631	00	03/01/2022	001-1330-413.31-02	PRO TEM PROSECUTOR	EFT:	720.00
VENDOR TOTAL *							.00	720.00
0000463 256 WALNUT	00	HOLIDAY CONTRACTING, INC. 000646	00	03/04/2022	521-4230-442.31-15	CONCRETE	EFT:	1,850.00
VENDOR TOTAL *							.00	1,850.00
0000481 1500336045	00	HOLLIDAY SAND AND GRAVEL 000636	00	03/04/2022	117-3120-431.43-06	SPOILS	EFT:	71.50
VENDOR TOTAL *							.00	71.50
0005040 COBRA0231	00	HSA BANK COBRA 000635	00	03/04/2022	001-1140-411.31-15	COBRA ADMIN FEES	120.00	
VENDOR TOTAL *							120.00	
0004336 02182022	00	INSTAFUN KC PHOTOBOOTH LLC 000636	00	03/04/2022	001-6110-461.54-51	PHOTO BOOTH RENTALS	EFT:	650.00
VENDOR TOTAL *							.00	650.00
0099999 000055015	00	JACKSON, HARLEY UT	00	02/25/2022	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 130080	163.78-
VENDOR TOTAL *							.00	163.78-
0000995 8228052	00	JCI INDUSTRIES INC. 000646	00	03/04/2022	521-4220-442.52-20	SUPPLIES	EFT:	896.00
VENDOR TOTAL *							.00	896.00
0003478 1011898.020	00	JCPRD 000650	00	03/04/2022	001-6110-461.47-53	LITTLE BALLERS PROGRAM	4,659.84	
VENDOR TOTAL *							4,659.84	
0002462 2022-01	00	JOHNSON COUNTY DEPT OF CORRECTIONS 000646	00	03/04/2022	125-1120-411.49-04	ALCOHOL TAX FUND	EFT:	220.00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002462	00	JOHNSON COUNTY DEPT OF CORRECTIONS						
						VENDOR TOTAL *	.00	220.00
0004118 102883	00	KANSAS BUREAU OF INVESTIGATION 000646	00	03/04/2022	001-0000-207.10-30	LAB #K21-00631 MITCHELL	400.00	
						VENDOR TOTAL *	400.00	
0002671 105901600	00 0222	KANSAS GAS SERVICE 000636	00	03/04/2022	551-4520-445.40-04	MONTHLY BILLING	750.41	
						VENDOR TOTAL *	750.41	
0000112 2020254	00	KANSAS ONE-CALL SYSTEM, INC. 000653	00	03/04/2022	531-4330-443.40-06	LOCATES	EFT:	22.80
						VENDOR TOTAL *	.00	22.80
0001446 EMP1-GD-2021-12007239	00	KMEA EMP #1 OPERATING ACCT	00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	135,790.93-
EMP1-GD-2022-01000225			00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	229,452.01-
EMP1-GD-2021-12007238			00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	19,003.58-
EMP1-GD-2022-01000225			00	02/18/2022	501-4120-441.46-02	MONTHLY BILLING	EFT:	3,016.66
EMP1-GD-2022-01000225			00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	331,881.44
						VENDOR TOTAL *	.00	49,348.42-
0003513 KMEA-DG-GR-2203000646	00	KMEA- DOGWOOD	00	03/04/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	316,527.76
						VENDOR TOTAL *	.00	316,527.76
0001757 KC20220170	00	KRANZ OF KANSAS CITY 000652	00	03/04/2022	001-3120-431.52-16	PLOW REPAIR #521	975.51	
						VENDOR TOTAL *	975.51	
0099999 000064421	00	KS DCF LIEAP UT	00	03/02/2022	501-0000-229.00-00	MANUAL CHECK	1,897.23	
						VENDOR TOTAL *	1,897.23	
0004789 968	00	LAW OFFICE OF DAVID J. GRUMMON 000646	00	03/04/2022	001-1330-413.31-02	ATTORNEY SERVICES	EFT:	314.40
						VENDOR TOTAL *	.00	314.40
0005186 68972150	00	LINDE GAS & EQUIPMENT 000636	00	03/04/2022	001-3116-431.44-02	CYLINDER RENTAL	EFT:	53.06
						VENDOR TOTAL *	.00	53.06
0002354 A38739	00	LOGAN CONTRACTORS SUPPLY, INC 000652	00	03/04/2022	001-3120-431.52-02	CONCRETE SUPPLIES	2,048.00	
						VENDOR TOTAL *	2,048.00	
0000233 16280	00	MAXIMUM LAWN CARE 000648	00	03/04/2022	001-2110-421.31-15	SALT AND ICE MELT APPLIED	EFT:	788.00
						VENDOR TOTAL *	.00	788.00
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003700 917552 917553	00	MCANANY VAN CLEAVE & PHILLIPS PA 000635 000635	00	03/04/2022 03/04/2022	001-1120-411.31-02 001-1120-411.31-02	LEGAL SERVICES LEGAL SERVICES	EFT: EFT:	3,829.00 595.00
						VENDOR TOTAL *	.00	4,424.00
0000498 16145 16174	00	MID-AMERICA PUMP PI0107 007935 000649	00	02/16/2022 03/04/2022	531-4320-443.52-12 531-4320-443.52-12	SUBMERSIBLE PUMP IMPELLER	EFT: EFT:	9,668.81 1,537.60
						VENDOR TOTAL *	.00	11,206.41
0003440 02222022	00	MIDWEST PUBLIC RISK- PL DEDUCTIBLES 000636	00	03/04/2022	001-3120-431.31-15	DEDUCTIBLE	EFT:	1,000.00
						VENDOR TOTAL *	.00	1,000.00
0004957 2021396	00	NEXGRID, LLC PI0114 007919	00	11/30/2021	501-4140-441.63-73	SUPPLIES METERS	EFT:	37,051.75
						VENDOR TOTAL *	.00	37,051.75
0004985 PAY APP 1	00	ORRICK & ERSKINE, LLP PI0108 007936	00	02/19/2022	130-3130-431.62-07	ACQUISITION SERVICES	EFT:	9,012.50
						VENDOR TOTAL *	.00	9,012.50
0005216 2282022-01	00	PINEGAR, CASSIDY 000652	00	03/04/2022	001-1330-413.31-02	COURT APPOINTED ATTORNEY	EFT:	270.00
						VENDOR TOTAL *	.00	270.00
0004198 938227	00	PROTECT YOUTH SPORTS 000652	00	03/04/2022	001-6110-461.47-53	SCREENINGS	EFT:	491.30
						VENDOR TOTAL *	.00	491.30
0000586 76881	00	PROTECTIVE EQUIPMENT TESTING 000651	00	03/04/2022	501-4130-441.31-15	EQUIPMENT TESTING	EFT:	1,495.30
						VENDOR TOTAL *	.00	1,495.30
0004932 N9290649	00	QUADIENT LEASING USA, INC. 000652	00	03/04/2022	602-1340-413.44-02	MAIL METER LEASE	407.31	
						VENDOR TOTAL *	407.31	
0003509 2598	00	RAINOUT LINE 000652	00	03/04/2022	001-6110-461.40-03	RAINOUT LINE	EFT:	399.00
						VENDOR TOTAL *	.00	399.00
0004147 105861	00	REDEXIM NORTH AMERICA PI0101 007893	00	01/03/2022	001-6120-461.61-04	AERAVATOR	EFT:	19,303.11
						VENDOR TOTAL *	.00	19,303.11
0003110 478890	00	REJIS COMMISSION 000652	00	03/04/2022	001-2110-421.31-15	LEWEB SUBSCRIPTION FEE	EFT:	93.89
						VENDOR TOTAL *	.00	93.89
0004179	00	SHELTON, BILL ALAN						

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0004179	00	SHELTON, BILL ALAN							
02212022		000636		00	03/04/2022	551-4520-445.31-15	SNOW REMOVAL	968.75	
							VENDOR TOTAL *	968.75	
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.							
QTR 1 INVESTMEN		PI0115	007940	00	01/25/2022	105-1120-411.31-15	SUPPLIES	EFT:	22,500.00
							VENDOR TOTAL *	.00	22,500.00
0004730	00	STANDARD & ASSOCIATES, INC							
SA000049687		000652		00	03/04/2022	001-2110-421.31-15	RECRUITMENT TESTS	480.00	
							VENDOR TOTAL *	480.00	
0001566	00	STAPLES BUSINESS ADVANTAGE							
8065297235		000652		00	03/04/2022	001-2110-421.52-20	SUPPLIES	EFT:	149.75
							VENDOR TOTAL *	.00	149.75
0004785	00	SUMNERONE, INC							
3132062		000652		00	03/04/2022	501-4110-441.43-02	MONTHLY BILLING	EFT:	53.21
							VENDOR TOTAL *	.00	53.21
0004482	00	SUPERION, LLC							
346107		PI0104	007874	00	02/09/2022	602-1340-413.47-05	TECHNICAL FEE	EFT:	8,401.45
							VENDOR TOTAL *	.00	8,401.45
0000174	00	TAPCO PRODUCTS CO.							
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	253.04
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	19.55
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	19.55
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	49.14
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	36.54
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	57.56
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	95.04
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	59.60
171996		000652		00	03/04/2022	603-3150-431.42-01	MONTHLY BILLING	EFT:	189.05
							VENDOR TOTAL *	.00	779.07
0000238	00	USA BLUE BOOK							
887655		000652		00	03/04/2022	521-4220-442.52-12	LAB SUPPLIES	EFT:	49.90
887668		000652		00	03/04/2022	521-4220-442.52-12	LAB SUPPLIES	EFT:	1,159.95
889329		000652		00	03/04/2022	521-4220-442.52-12	LAB SUPPLIES	EFT:	357.24
							VENDOR TOTAL *	.00	1,567.09
0002594	00	USD # 231 GARDNER EDGERTON							
932		000633		00	03/04/2022	001-6110-461.54-51	HIGH SCHOOL COMMONS	EFT:	450.00
							VENDOR TOTAL *	.00	450.00
0000746	00	VANCE BROTHERS, INC							
IG00013121		000635		00	03/04/2022	117-3120-431.43-06	PATCHING	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0003879	00	WALTERS EXCAVATING LLC							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0003879	00	WALTERS EXCAVATING LLC							
PAY APP 3		PI0117	007844	00	03/03/2022	531-4340-443.62-10	CONTRACTED WORK	14,475.50	
VENDOR TOTAL *								14,475.50	
0004599	00	WATER RESOURCES SOLUTIONS, LLC							
22-1598		PI0099	007890	00	02/28/2022	001-3130-431.31-10	DRAINAGE STUDY REVIEW	EFT:	250.00
VENDOR TOTAL *								.00	250.00
0003878	00	YATES ELECTRIC CO. INC.							
3922		000652		00	03/04/2022	531-4320-443.52-12	ELECTRICAL WORK WWTP	EFT:	2,397.95
VENDOR TOTAL *								.00	2,397.95
HAND ISSUED TOTAL ***									387.98-
EFT/EPAY TOTAL ***									796,811.87
TOTAL EXPENDITURES ****								50,805.42	796,423.89
GRAND TOTAL *****									847,229.31

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED							
9264122		000655		00	03/11/2022	001-1150-411.31-15	OFF-SITE STORAGE	1,298.09	
							VENDOR TOTAL *	1,298.09	
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
75449		000656		00	03/11/2022	001-2110-421.31-15	CROSSING-GUARD CONTRACT	EFT:	2,509.22
							VENDOR TOTAL *	.00	2,509.22
0000029	00	ALTEC INDUSTRIES, INC.							
11861000		000673		00	03/11/2022	501-4130-441.43-05	BOOM REST, ROCK TOOL	EFT:	260.16
							VENDOR TOTAL *	.00	260.16
0003492	00	AMERICAN BALLOON FACTORY							
101946		000673		00	03/11/2022	001-6110-461.54-51	RECREATION SERVICES	EFT:	200.00
							VENDOR TOTAL *	.00	200.00
0000056	00	AMERICAN EQUIPMENT CO.							
68802		000673		00	03/11/2022	001-3120-431.52-16	SALT SPREADER REPAIR	EFT:	908.45
							VENDOR TOTAL *	.00	908.45
0001986	00	ANIXTER, INC.							
5206237-00		000657		00	03/11/2022	501-4130-441.52-31	SUPPLIES	EFT:	449.94
5215354-00		000673		00	03/11/2022	501-4130-441.52-31	CABINET FBRGLS 200A	EFT:	10,229.34
5189722-05		000675		00	03/11/2022	501-4130-441.52-31	100 AMP LOAD BREAK CUTOUT	EFT:	682.07
5138402-02		000675		00	03/11/2022	501-4130-441.52-31	200.5 CT	EFT:	1,848.77
5231314-00		000675		00	03/11/2022	501-4130-441.52-31	1/0 BRENA SERVICE WIRE	EFT:	3,744.05
5148186-01		000675		00	03/11/2022	501-4130-441.52-31	LARGE FUSEABLE ELBOW	EFT:	1,892.55
5234369-00		000675		00	03/11/2022	501-4130-441.52-31	BRACKET	EFT:	48.36
5182735-00		PI0119 007941	00	01/13/2022		501-4130-441.52-31	333 KVA PAD TRANSFORMER	EFT:	9,920.62
							VENDOR TOTAL *	.00	28,815.70
0000295	00	ASPLUNDH TREE EXPERT CO. INC.							
57S69722		000675		00	03/11/2022	501-4140-441.62-15	GRATA TREE REMOVAL PROJ	EFT:	14,575.00
							VENDOR TOTAL *	.00	14,575.00
0004245	00	AXIOM INSTRUMENTATION SERVICES							
19-1310		000675		00	03/11/2022	531-4320-443.31-15	CALIBRATION FLOW METERS	1,180.00	
							VENDOR TOTAL *	1,180.00	
0001773	00	BHC RHODES							
40910		PI0122 007391	00	03/07/2022		130-3130-431.62-04	PROFESSIONAL SERVICES	EFT:	5,600.26
40910		PI0123 007512	00	03/10/2022		130-3130-431.62-04	PROFESSIONAL SERVICES	EFT:	1,971.82
							VENDOR TOTAL *	.00	7,572.08
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS91829		000675		00	03/11/2022	521-4220-442.52-13	ROBIN	EFT:	1,321.64
							VENDOR TOTAL *	.00	1,321.64
0001834	00	C & C GROUP							
47068		000673		00	03/11/2022	501-4130-441.43-01	SMOKE & HEAT ALARM REPAIR	EFT:	329.00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001834	00	C & C GROUP						
						VENDOR TOTAL *	.00	329.00
0004671 Q-233612-2	00	CELLEBRITE INC 000678	00	03/11/2022	001-2110-421.31-15	CELLEBRITE RENEWAL	EFT:	4,880.00
						VENDOR TOTAL *	.00	4,880.00
0000001 313696625	00	CENTURYLINK 0322000676	00	03/11/2022	001-3116-431.40-03	MONTHLY BILLING	21.33	
313696625	0322000676		00	03/11/2022	001-3120-431.40-03	MONTHLY BILLING	39.61	
						VENDOR TOTAL *	60.94	
0002321 OLA/060832	00	CES 000675	00	03/11/2022	501-4120-441.52-12	GFC1 OUTLETS	EFT:	48.46
						VENDOR TOTAL *	.00	48.46
0004096 37548	00	DESIGN 4 SPORTS 000675	00	03/11/2022	001-6110-461.47-53	STAFF CLOTHING LOGO	EFT:	163.00
37543		000658	00	03/11/2022	001-6120-461.53-02	UNIFORMS	EFT:	45.50
						VENDOR TOTAL *	.00	208.50
0004959 27	00	DIGITAL EARTH CONSULTING LLC 000665	00	03/11/2022	531-4320-443.47-39	CONSULTING	EFT:	520.00
						VENDOR TOTAL *	.00	520.00
0003481 817000396-22	00	DPC INDUSTRIES INC PI0121 007934	00	02/15/2022	521-4220-442.52-13	CHLORINE	EFT:	1,598.00
817000355-22		PI0125 007945	00	03/10/2022	521-4220-442.52-13	AMMONIUM SULFATE-WATER TR	EFT:	2,080.00
						VENDOR TOTAL *	.00	3,678.00
0005211 00592859	00	EASY ICE, LLC 000675	00	03/11/2022	001-3120-431.44-02	ICE MACHINE - PW	EFT:	34.34
00592858		000673	00	03/11/2022	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	101.76
00592859		000675	00	03/11/2022	521-4230-442.44-02	ICE MACHINE MAINT	EFT:	34.35
00592859		000675	00	03/11/2022	531-4330-443.44-02	ICE MACHINE MAINT	EFT:	34.35
						VENDOR TOTAL *	.00	204.80
0003960 166316	00	ELLIOTT EQUIPMENT COMPANY 000660	00	03/11/2022	531-4330-443.52-04	AIR VALVE	EFT:	49.80
						VENDOR TOTAL *	.00	49.80
0004946 2424383255	00	EVERGY 0322000675	00	03/11/2022	521-4220-442.40-05	ELECTRIC - WTP	17,135.50	
9279570154	0322000675		00	03/11/2022	521-4220-442.40-05	ELECTRIC INTAKE	5,389.81	
						VENDOR TOTAL *	22,525.31	
0002956 KSK3146226	00	FASTENAL CO. 000659	00	03/11/2022	501-4130-441.52-12	SUPPLIES	EFT:	159.08
						VENDOR TOTAL *	.00	159.08
0000086	00	GALLS, LLC						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000086	00	GALLS, LLC							
020577161		000661		00	03/11/2022	001-2120-421.53-02	UNIFORMS	EFT:	44.41
VENDOR TOTAL *								.00	44.41
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	25.00
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	23.33
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	23.34
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	23.33
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	129.00
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	30.00
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	25.00
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	36.00
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	30.00
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	25.00
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	25.00
01-0000274	0322000676			00	03/11/2022	603-3150-431.40-02	TRASH	EFT:	36.00
VENDOR TOTAL *								.00	431.00
0004833	00	GARDNER POST OFFICE							
022022		000674		00	03/11/2022	001-1120-411.47-04	MKTG PERMIT FEE	265.00	
VENDOR TOTAL *								265.00	
0000181	00	GRAINGER							
9223486755		000676		00	03/11/2022	521-4220-442.52-12	DRUM COVER	EFT:	102.42
9222002736		000676		00	03/11/2022	521-4220-442.52-12	DRUM COVER	EFT:	17.07
VENDOR TOTAL *								.00	119.49
0099999	00	HAMPTON INN							
2101075-2-01		000677		00	03/11/2022	001-0000-207.10-20	RESTITUTION	293.68	
VENDOR TOTAL *								293.68	
0000102	00	ICMA RETIREMENT TRUST - 457							
707836		000680		00	03/09/2022	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101
VENDOR TOTAL *								.00	9,203.89
0004271	00	IRON MOUNTAIN INC							
GJPH682		000662		00	03/11/2022	001-1150-411.31-15	SHREDDING SERVICE	EFT:	64.88
VENDOR TOTAL *								.00	64.88
0000995	00	JCI INDUSTRIES INC.							
8228333		000676		00	03/11/2022	521-4220-442.52-12	RENU PUMPHEAD	EFT:	1,090.93
VENDOR TOTAL *								.00	1,090.93
0099999	00	JUNIOR LUKAS							
103090		000677		00	03/11/2022	001-0000-228.30-00	BOND REFUND	5.00	
VENDOR TOTAL *								5.00	
0002671	00	KANSAS GAS SERVICE							
161419073	0222	000676		00	03/11/2022	501-4130-441.40-04	MONTHLY BILLING	1,141.29	

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0002671	00	KANSAS GAS SERVICE							
VENDOR TOTAL *								1,141.29	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
2020661		000673		00	03/11/2022	501-4130-441.40-06	LOCATES	EFT:	40.80
2020253		000676		00	03/11/2022	501-4130-441.40-06	LOCATES	EFT:	15.60
2020252		000676		00	03/11/2022	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	64.50
2020252		000676		00	03/11/2022	521-4230-442.40-06	WATERLINE LOCATE SERVICE	EFT:	64.50
2020252		000676		00	03/11/2022	531-4330-443.40-06	SEWERLINE LOCATE SERVICE	EFT:	64.50
2020252		000676		00	03/11/2022	531-4330-443.40-06	STORMWATER LOCATE SERVICE	EFT:	64.50
VENDOR TOTAL *								.00	314.40
0000332	00	KANSAS STATE TREASURER							
66432		000666		00	03/11/2022	001-0000-207.10-17	MUNICIPAL COURT REVENUE	300.00	
66432		000667		00	03/11/2022	001-0000-207.10-13	MUNICIPAL COURT REVENUE	1,700.00	
66432		000668		00	03/11/2022	001-0000-207.10-14	MUNICIPAL COURT REVENUE	440.00	
66432		000669		00	03/11/2022	001-0000-207.10-11	MUNICIPAL COURT REVENUE	238.00	
66432		000670		00	03/11/2022	001-0000-207.10-12	MUNICIPAL COURT REVENUE	4,342.50	
66432		000671		00	03/11/2022	001-0000-207.10-15	MUNICIPAL COURT REVENUE	1,007.00	
66432		000672		00	03/11/2022	001-0000-207.10-16	MUNICIPAL COURT REVENUE	240.00	
VENDOR TOTAL *								8,267.50	
0001446	00	KMEA EMP #1 OPERATING ACCT							
EMP1-GD-2021-12007239				00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	135,790.93-
EMP1-GD-2022-01000225				00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	229,452.01-
EMP1-GD-2021-12007238				00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	19,003.58-
EMP1-GD-2022-01000225				00	02/18/2022	501-4120-441.46-02	MONTHLY BILLING	EFT:	3,016.66
EMP1-GD-2022-01000225				00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	331,881.44
VENDOR TOTAL *								.00	49,348.42-
0001626	00	KMEA GRDA OPERATING ACCT							
GRDA-GD-22-04		000663		00	03/11/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	274,543.14
VENDOR TOTAL *								.00	274,543.14
0003399	00	KMEA WAPA OPERATING FUND							
WAPA-GA-22-03		000676		00	03/11/2022	501-4120-441.41-01	WAPA HYDRO POWER SUPPLY	EFT:	5,338.72
VENDOR TOTAL *								.00	5,338.72
0004949	00	LEGAL RECORD, THE							
L95395		000664		00	03/11/2022	001-1150-411.47-01	ORDINENCE PUBLISHING	EFT:	5.90
L95521		000676		00	03/11/2022	001-7110-471.47-01	LEGAL NOTICE	EFT:	9.51
L95522		000676		00	03/11/2022	001-7110-471.47-01	LEGAL NOTICE	EFT:	11.48
VENDOR TOTAL *								.00	26.89
0005186	00	LINDE GAS & EQUIPMENT							
69258902		000676		00	03/11/2022	501-4120-441.44-02	CYLINDER RENTAL	EFT:	148.66
VENDOR TOTAL *								.00	148.66
0003579	00	MID-STATES MATERIALS LLC							
114589		000673		00	03/11/2022	117-3120-431.43-06	ROCK	950.98	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003579	00	MID-STATES MATERIALS LLC						
						VENDOR TOTAL *	950.98	
0000144	00	O'REILLY AUTOMOTIVE, INC.						
0354-260135		000673	00	03/11/2022	501-4130-441.52-12	REPLACEMENT VALVE STEMS	EFT:	5.25
0354-260266		000673	00	03/11/2022	501-4130-441.52-04	NEW WIPER BLADE	EFT:	10.94
0354-261673		000673	00	03/11/2022	501-4130-441.52-04	BRAKE PADS FOR #402	EFT:	64.74
0354-261919		000673	00	03/11/2022	501-4130-441.52-04	BRAKE CALIPER BRACKETS,	EFT:	231.90
0354-261937		000673	00	03/11/2022	501-4130-441.52-12	SOCKETS	EFT:	24.06
0354-261991		000673	00	03/11/2022	501-4130-441.52-04	RETURN OF UNUSED PARTS	EFT:	94.33
0354-261992		000673	00	03/11/2022	501-4130-441.52-04	CORE RETURN FOR BRAKE	EFT:	5.47
0354-262027		000673	00	03/11/2022	501-4130-441.52-09	DIESEL FUEL ADDITIVE	EFT:	65.65
						VENDOR TOTAL *	.00	302.74
0000924	00	POWER SPECIALTIES, INC						
153857		000673	00	03/11/2022	501-4120-441.52-12	BATTERY FOR GAS TURBINE	EFT:	42.63
						VENDOR TOTAL *	.00	42.63
0004163	00	QT PETROLEUM ON DEMAND						
89981		000676	00	03/11/2022	551-4520-445.52-20	THERMAL PAPER	EFT:	88.10
						VENDOR TOTAL *	.00	88.10
0005041	00	QUADIENIT FINANCE USA						
02062022		000673	00	03/11/2022	001-1330-413.47-04	POSTAGE	55.85	
01092022		000673	00	03/11/2022	001-1330-413.47-04	POSTAGE	55.53	
12092021		000679	00	03/11/2022	001-1330-413.47-04	12-2021 POSTAGE	23.32	
12092021		000673	00	03/11/2022	001-2110-421.47-04	12-2021 POSTAGE	182.14	
02062022		000673	00	03/11/2022	001-2110-421.47-04	POSTAGE	273.52	
01092022		000673	00	03/11/2022	001-2110-421.47-04	POSTAGE	201.94	
						VENDOR TOTAL *	792.30	
0000398	00	REEVES-WIEDEMAN CO.						
5931742		000673	00	03/11/2022	001-3130-431.31-10	ADA ACCESS TO POOL & PARK	EFT:	932.58
						VENDOR TOTAL *	.00	932.58
0003110	00	REJIS COMMISSION						
479005		000673	00	03/11/2022	602-1340-413.47-05	VPN CONNECTION MAIN	EFT:	1,154.75
						VENDOR TOTAL *	.00	1,154.75
0099999	00	RICKY D CHAPPELL						
101749		000677	00	03/11/2022	001-0000-207.10-20	RESTITUTION	500.00	
						VENDOR TOTAL *	500.00	
0005217	00	RIVERSIDE STRATEGIC SOLUTIONS						
001		PI0124 007943	00	03/01/2022	105-1120-411.31-15	PROFESSIONAL SERVICES	EFT:	7,500.00
						VENDOR TOTAL *	.00	7,500.00
0000160	00	SHAWNEE COPY CENTER INC.						
129308		000673	00	03/11/2022	001-2110-421.47-02	CASH BOND FORMS-250	EFT:	77.32
129328		000679	00	03/11/2022	001-2110-421.47-02	BUSINESS CARDS - STILLMAN	EFT:	77.50

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
<hr/>									
0000160	00	SHAWNEE COPY CENTER INC.							
							VENDOR TOTAL *	.00	154.82
0004785	00	SUMNERONE, INC							
3138689		000676		00	03/11/2022	501-4130-441.43-02	COPIER MAINT PROGRAM	EFT:	23.02
3145929		000673		00	03/11/2022	602-1340-413.43-02	MONTHLY BILLING	EFT:	380.74
							VENDOR TOTAL *	.00	403.76
0000174	00	TAPCO PRODUCTS CO.							
I719788		PI0120	007863	00	02/16/2022	001-3120-431.52-10	PEDESTRIAN CROSS FLASHERS	EFT:	6,763.60
							VENDOR TOTAL *	.00	6,763.60
0004508	00	TEAMSIDELINE.COM							
TS-INV-10363		000673		00	03/11/2022	001-6110-461.47-53	ANNUAL FEE - SCHEDULING	699.00	
							VENDOR TOTAL *	699.00	
0099999	00	THOMAS S VANKEIRSBILCK TRUST							
25950 W 199ST		000677		00	03/11/2022	001-1130-411.58-00	ANNEXATION PROPERTY TAX	1,271.39	
							VENDOR TOTAL *	1,271.39	
0000238	00	USA BLUE BOOK							
901778		000676		00	03/11/2022	521-4220-442.52-12	PIPE MARKER	EFT:	13.10
							VENDOR TOTAL *	.00	13.10
0004226	00	WATCHMEN SECURITY SERVICES							
63364		000676		00	03/11/2022	501-4110-441.31-15	VIDEO SECURITY MONITORING	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
							HAND ISSUED TOTAL ***		9,203.89
							EFT/EPAY TOTAL ***		316,736.06
							TOTAL EXPENDITURES ****	39,250.48	325,939.95
GRAND TOTAL *****									365,190.43

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 3

MEETING DATE: MARCH 21, 2022

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider the appointment of two Public Defenders

Strategic Priority: Infrastructure and Asset Management

Department: Mayor and Council

Staff Recommendation:

Appoint Dwight Alexander and Bridgett Schell to the position of Public Defender, effective March 21, 2022

Background/Description of Item:

According to Municipal Code Chapter 2, Article 50 Section 100, the Public Defenders shall be appointed based on the recommendation of the Municipal Court Judge. If it shall become necessary for the Municipal Judge of the Municipal Court of the City of Gardner, Kansas, to appoint counsel for indigent defendants pursuant to K.S.A. 12-4405, the appointed Public Defenders shall be paid on a monthly basis. The Public Defenders will represent Defendants in judicial proceedings in a competent, effective and ethical manner, when assigned by the Municipal Court Judge.

The recommended candidates were selected following a formal recruitment process conducted by Mayor Todd Winters, Judge Robin Lewis, and Business Services Manager Amy Foster. The candidates are available and agreeable to this appointment, if Council consents.

With Council's consent, the appointments are effective March 21, 2022 so that the Public Defenders can participate in upcoming Gardner Municipal Court dockets.

Attachments:

None

Suggested Motion:

Appoint Public Defenders Dwight Alexander and Bridgett Schell effective March 21, 2022.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 4

MEETING DATE: MARCH 21, 2022

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of a service contract with Denali Water Solutions, LLC for the Hillsdale WTP Waste and Residuals Pond Cleanout

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Water Division

Staff Recommendation:

Staff recommends authorizing the City Administrator to execute a 4-year service contract with Denali Water Solutions, LLC. in the amount of \$259,850.00 for the Hillsdale Water Treatment Plant Waste & Residual Pond Cleanout.

Background:

The Hillsdale Water Treatment Plant has two retention basins, commonly referred to as ponds or lagoons, used to hold all sludge generated from back washes that come mainly from clarifiers and media filters. As part of the Hillsdale WTP expansion project, two new residual basins were built and the original basins were cleaned and decommissioned. The design of the new basins allows for one basin to be in service while the other basin is cleaned. This follows the historical process that has taken place at the Hillsdale WTP. This project will clean each basin twice over the four-year contract length.

The Invitation for Bids was advertised on the City of Gardner website, Drexel website, and published in *The Legal Record* on January 11, 2022. Staff received four bids.

Company Name:	Base Bid	Total Bid
Denali Water Solutions	\$64,850	\$259,850.00
Nutri-Ject System, Inc.	\$117,380	\$491,074.14
Hodges Farm & Dredging, LLC	\$108,960	\$463,110.00
Sandyland Environmental Services	\$124,000	\$534,255.00

Utilities Staff reviewed the apparent low bid provided by Denali Water Solutions, LLC., and determined they meet or exceed all of the specified requirements.

Financial Impact:

Funds are available in the in the Water Treatment operating budget.

Attachments included:

- UAC Staff Report
- Bid Response – Denali Water Solutions, LLC.
- Construction Agreement

Suggested Motion:

Authorize City Administrator to execute a service contract with Denali Water Solutions, LLC. in the amount of \$259,850.00 for the Hillsdale WTP Waste & Residuals Pond Cleanout from 2022 through 2025

**UTILITY ADVISORY COMMISSION
STAFF REPORT**

NEW BUSINESS NO. 2

MEETING DATE: MARCH 3, 2022

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to City Council to award a contract to Denali Water Solutions for the Hillsdale Water Treatment Plant Waste and Residual Basin Cleanout 2022 thru 2025 Contract.

Background:

The Hillsdale Water Treatment Plant expansion was completed in 2021. With these improvements the existing residual basins were removed and two connected residual basins were built. Bids for this type of work was last advertised in 2016 for the Hillsdale Water Treatment Plant. The introduction of the new plant components will require that one of the residual basins be cleaned annually for this four year time period.

Bidding Process:

The Request for Proposals (RFP) was advertised on the City of Gardner website, Drexel website and The Legal Record, from January 11, 2022 to February 9, 2022. A total of four (4) proposals were received from contractors to perform the waste and residual basin cleanout process for the next four years. All four (4) of the proposal packages met and exceeded the requirements set out in the Request for Proposal documents, which set out the requirements for the process, method and reporting required by KDHE to perform this maintenance work.

All proposals were reviewed by Utilities department staff based on the initial costs, annual increase to costs and the total extension of the work proposal out thru 2025. The apparent low bidder for the Hillsdale WTP Waste and Residual Basin Cleanout 2022 thru 2025 was Denali Water Solutions who performed this task on one of the original residual basins during the construction of the Hillsdale WTP expansion project.

Company Name:	Base Bid	Total Bid
Denali Water Solutions	\$64,850	\$259,850.00
Nutri-Ject System, Inc.	\$117,380	\$491,074.14
Hodges Farm & Dredging, LLC	\$108,960	\$463,110.00
Snadyland Environmental Services	\$124,000	\$534,255.00

Staff and Committee Recommendation:

Consider a recommendation to City Council to award a contract to Denali Water Solutions for the total bid amount of \$259,850 for the Hillsdale Water Treatment Plant Waste and Residual Basin Cleanout 2022 thru 2025 Contract.

Attachments:

- Request For Bids
- 2022-26 Hillsdale WTP Waste and Residual Basin Cleanout Tab

Bid Submitted by:



3308 Bernice Avenue Russellville, Arkansas 72802 P: (479) 498-0500

Request for Bid:

Hillsdale WTP Waste and Residuals Basin Cleanout

Submitted to:

Ric Gere
City of Gardner
Utilities Department
1150 E. Santa Fe Street
Gardner, Kansas, 66030
Utilities_Department@gardnerkansas.gov
(913) 568-8123

Submitted via Email



Due Date:

February 9, 2022 at 11:00 AM



February 9, 2022

Submitted via email

Ric Gere

Utilities_Department@gardnerkansas.gov

City of Gardner Utilities Department

1150 E. Santa Fe Street

Gardner, Kansas, 66030

RE: ***City of Gardner Utilities Department
Hillsdale WTP Waste and Residuals Basin Cleanout***

To Whom It May Concern,

Denali Water Solutions LLC ("Denali" or "Denali Water") is the respondent to the City of Gardner Utilities Department for the Hillsdale WTP Waste and Residuals Basin Cleanout. At Denali, our goal is to continuously exceed our customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this bid response is to exceed the City of Gardner Utilities Department's expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, and regulatory aspects of biosolids. The Denali team approach provides the opportunity for the City of Gardner Utilities Department to engage trusted biosolids experts throughout the term of the project.


The company prides itself in putting the customers' needs, the environment and safety first. This philosophy has been a primary driver for Denali's success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the United States.

Denali is prepared to enter into an agreement with the City of Gardner Utilities Department for the Hillsdale WTP Waste and Residuals Basin Cleanout. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at jeffrey.leblanc@denaliwater.com. Again, thank you for the opportunity to submit our bid to the City of Gardner and we look forward to the next steps.

Thank you.

Very truly yours,


Jeffrey J. LeBlanc
President



PROPOSER'S AFFIDAVIT
Hillsdale WTP Waste and Residuals Basin Cleanout

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: Denali Water Solutions LLC

Address: 3308 Bernice Avenue

City/State/Zip: Russellville, AR 72802

Contact Person: Jeffrey J. LeBlanc, President

Phone: (315) 374-8645 Email: jeffrey.leblanc@denaliwater.com

Federal ID #: 26-1757145

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit
☐ Partnership ☒ Corporation ☐ LLC ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.: 1 Dated: January 11, 2022
Addendum No.: Dated:
Addendum No.: Dated:

Authorized Signature:  Date: 02/09/2022
Jeffrey J. LeBlanc, President (Title)

Subscribed and sworn to before me this 9th day of February, 2022 by


(Signature of Notary Public)

(seal, if any)

My commission expires: Sept. 29, 2024

GARY T. ALDRIDGE
Notary Public - State of New York
No. 01AL6194373
Qualified in Monroe County
My Commission Expires Sept. 29, 2024



BID PROPOSAL FORM

Hillsdale WTP Waste and Residuals Basin Cleanout

All Pricing is to be in accordance with all Specifications as stated within the Request for Proposal documents. Failure to complete the following form(s) shall result in your Proposal being deemed non-responsive and rejected without any further evaluation.

The undersigned Proposer hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

BIDDING COMPANY: Denali Water Solutions LLC

Item	Description	Unit	Total Cost
1	2022 – Cleanout West Residual Basin A	LS (Lump Sum)	\$64,850.00
2	2023 – Cleanout East Residual Basin B	LS (Lump Sum)	\$64,850.00
3	2024 – Cleanout West Residual Basin A	LS (Lump Sum)	\$64,850.00
4	2025 – Cleanout East Residual Basin B	LS (Lump Sum)	\$64,850.00

TOTAL BID: \$ 259,400.00

1. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.
2. The undersigned further declares that it has carefully examined the Notice to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.



BID PROPOSAL FORM

Hillsdale WTP
Waste and Residuals Basin Cleanout

3. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as performance.
5. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Gardner's claims policy and approved by the Utilities Director, all as provided in the Contract Documents.
6. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

Addendum No. 1 January 11, 2022

Dated this 9th day of February, 2022

Denali Water Solutions LLC
[Contractor]

By:


Jeffrey J. LeBlanc, President

Title

3308 Bernice Avenue

Address

Russellville, AR 72802

City, State, Zip

(315) 374-8645

Telephone Number

jeffrey.leblanc@denaliwater.com

E-Mail [if available]

(585) 358-4525

Facsimile Number [if available]



BIDDER'S QUALIFICATION STATEMENT

Hillsdale WTP Waste and Residuals Basin Cleanout

1. The name, address, telephone number/fax number/email address of the bidder.

Name: Jeffrey J. LeBlanc

Address: 3308 Bernice Avenue, Russellville, AR 72802

Phone/Fax/Email: (315) 374-8645/ (585) 358-4525

2. Years in business 27 years

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

See Attached Equipment List

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: City Corporation Date of Project: Annually

Contact Person: Steve Mallet Phone: (479) 968-2105

Description of Project: WTP Lagoon Cleanouts annually

ii. Name of Client: NEWPP-Houston, TX Date of Project: Daily

Contact Person: Ken Dement Phone: 832-309-2017

Description of Project: Daily and event sludge removal and disposal

iii. Name of Client: City of Mission, TX Date of Project: Annually in Nov-Dec

Contact Person: Rafeal De La Rosa Phone: 956-584-4310

Description of Project: Annual WTP lagoon clean out, North and South Plants

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years Experience:
Project Manager:	Jason Golden	15
Superintendent:		
Foreman:		
Other Personnel:	Gary Emery	13

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

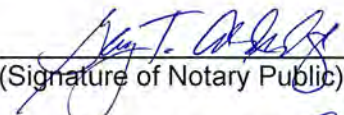
Subcontractor	Address	Phone #	Type/Scope of Work
Not Applicable			

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature:  Date: February 9, 2022
Jeffrey J. LeBlanc (Title) President

Subscribed and sworn to before me this 9th day of February, 2022 by
Jeffrey J. LeBlanc


(Signature of Notary Public)

(seal, if any)

My commission expires: Sept. 29, 2024

GARY T. ALDRIDGE
Notary Public - State of New York
No. 01AL6194373
Qualified in Monroe County
My Commission Expires Sept. 29, 2024



SUBCONTRACTOR'S QUALIFICATION STATEMENT

Hillsdale WTP Waste and Residuals Basin Cleanout

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

1. The name, address, telephone number/fax number/email address of the Subcontractor.

Name: Not Applicable

Address: _____

Phone/Fax/Email: _____

2. Years in business _____

3. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

ii. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

iii. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager		
Superintendent		
Foreman:		
Other Personnel:		

6. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature: _____ Date: _____
(Title)

Subscribed and sworn to before me this _____ day of _____, 20__ by

_____.

(Signature of Notary Public) (seal, if any)

My commission expires: _____



**CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS**

Hillsdale WTP Waste and Residuals Basin Cleanout

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: February 9, 2022



Denali Water Solutions LLC

Contractor/Principal

By: _____


Signature

Jeffrey J. LeBlanc, President

(Official Title of Signer)



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

Hillsdale WTP Waste and Residuals Basin Cleanout

STATE OF New York)
COUNTY OF Monroe)

Jeffrey J. LeBlanc, President, being first duly sworn deposes and says that:

- (1) He is President of Denali Water Solutions LLC, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: Denali Water Solutions LLC

Name: [Signature]

Title: President

Bidder: Denali Water Solutions LLC

Subscribed and sworn to before me this 9th day of February, 2022 by

Jeffrey J. LeBlanc.

[Signature]
(Signature of Notary Public)

(seal, if any)

My commission expires: Sept. 29, 2024

GARY T. ALDRIDGE
Notary Public - State of New York
No. 01AL6194373
Qualified in Monroe County
My Commission Expires Sept. 29, 2024



BID BOND

Hillsdale WTP Waste and Residuals Basin Cleanout

KNOW ALL MEN BY THESE PRESENTS, that Denali Water Solutions LLC as Principal, hereinafter called the Principal, and United States Fire Insurance Company a corporation duly organized under the laws of the State of DE as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the following project:

PROJECT: Hillsdale WTP Waste and Residuals Basin Cleanout

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this/her 9th day of February, 2022.



ATTEST:

Gary A. Bridge
[Secretary]

Denali Water Solutions LLC

[Contractor/Principal]

Jeffrey J. LeBlanc, President
[Title]

[SEAL]

United States Fire Insurance Company

[Surety Company]

By:

William T Krumm
[Attorney-in-fact]
William T Krumm, Attorney-in-Fact

State of Illinois
County of Cook

I, Jodie Sellers, Notary Public in the State of Illinois, do hereby certify that William T. Krumm Attorney-in-Fact, of the United States Fire Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the United States Fire Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 9th day of February, 2022.

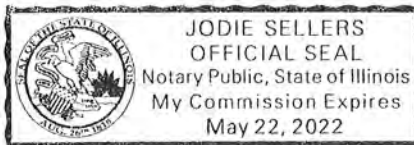


Notary Public

Jodie Sellers

My Commission expires:

05/22/2022



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **William T. Krumm; Jon A. Schroeder; Sharon A. Foulk; Karen E. Socha; Kathleen Weaver; Christina Laurendi** each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

Sonia Scala, (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 9th day of February 20 22

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com



ADDENDUM No. 1

Hillsdale WTP Waste and Residuals Basin Cleanout

Date: Tuesday, January 11, 2022

City Project No: 4420.31.15

This document represents **ADDENDUM NO. 1** for the above referenced project and includes modifications to the Contract Documents.

1. SCOPE

This addendum forms a part of the bid proposal for the above referenced project. The following clarifications, modifications, changes, and additions shall be made to the contract documents for this project.

2. CLARIFICATIONS

- The deadline submittal is Wednesday, February 9, 2022.

3. MODIFICATIONS TO THE CONTRACT DOCUMENTS:

Request for Bid Proposal Form section:

Replace the 4th paragraph in entirety with the following:

“Proposals for the **Hillsdale WTP Waste and Residuals Basin Cleanout** will be accepted until 11:00 A.M. (local time) Wednesday, February 9, 2022, at which time the proposals will be taken under advisement, and the names of respondents will be made available for public record; all other information is confidential until contract negotiations are completed.”

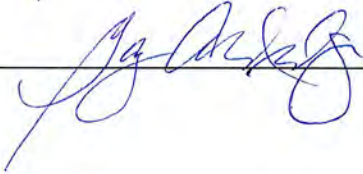
A revised Request for Proposal Form is attached with Addendum 1.

In acknowledgement of receiving this addendum, the contractor shall sign and date below. **A copy of this addendum must be included with the bid proposal submitted.** Failure to submit original copy of this addendum will result in rejection of bid and OWNER’S selection of the next low qualified bidder.



Company Name: Denali Water Solutions LLC

Name: Gary Aldridge, Project Assistant

Signature:  Date: 01/18/2022



REQUEST FOR PROPOSALS

Hillsdale WTP Waste and Residuals Basin Cleanout

Issue Date: January 11, 2022

Bid Proposal Deadline: February 9, 2022 at 11:00 A.M.

The City of Gardner is seeking bid proposals from qualified Contractors for the purpose of providing the removal and disposal of wasted water and residuals from the existing holding basins located at the Hillsdale Water Treatment Plant, 22705 Moonlight Road with the intent to enter into a four year contract beginning in 2022 through 2025.

Contractor shall provide all equipment and labor required to clean out one holding basin each year of the contract. Removal of wasted water and residual material shall be accomplished using pumping equipment into vehicles suitably equipped to handle the material without leakage. If land application process is used for the disposal of residuals, the Contractor shall provide report to City complying with KDHE and USEPA regulations for land application of residuals.

The removal and disposal of all material in the holding basin for 2022 shall be completed prior to July 31, 2022. For each subsequent annual basin cleanouts the City will coordinate with Contractor when the basin is ready for cleanout. Contractor shall have work completed within 45 days after issuance of Notice to Proceed document each year.

Proposals for the **Hillsdale WTP Waste and Residuals Basin Cleanout** will be accepted until 11:00 A.M. (local time) Wednesday, February 9, 2022, at which time the proposals will be taken under advisement, and the names of respondents will be made available for public record; all other information is confidential until contract negotiations are completed.

All proposals shall be submitted digitally to the City of Gardner Utilities Department. Proposals are preferred to be submitted via email at Utilities_Department@gardnerkansas.gov. Email submittal shall have **Hillsdale WTP Waste and Residuals Basin Cleanout** in the subject line.

Proposals will also be accepted by submitting printed hard copy with a digital copy provided on USB storage device in sealed envelopes to the City of Gardner Utilities Department at 1150 E. Santa Fe Street, Gardner, Kansas, 66030. The sealed envelope for proposals shall be addressed to the City of Gardner Utilities Department, Attention: Ric Gere, marked "Proposal for: **Hillsdale WTP Waste and Residuals Basin Cleanout**."

Any proposal received after the designated closing time will not be considered.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at www.drexeltch.com in their eDistribution plan room. Additional assistance is available at Drexel Technologies; 10840 West 86th Street, Lenexa, Kansas, 66214, 913-371-4430 or by email to distribution@drexeltch.com.

Information regarding this project can be found in the "City Projects" link on the City of Gardner website at <https://www.gardnerkansas.gov/discover/about-gardner/city-projects>.

The City reserves the right to accept or reject any and all Bids and to waive any technicalities or irregularities therein. Bids may only be withdrawn or corrected pursuant to the provisions of K.S.A. 75-6902, as amended, et seq. Bids may be modified or withdrawn by written request of the Bidder if such requests are received in the office of the City Clerk, prior to the time and date for Bid opening.

This project qualifies for sales tax exemption for purchasing materials and supplies.

EQUIPMENT LIST

The following is a list of equipment available to use for this project. Note that the trucks being used for this project have a hauling capacity of 6,000 gallons.

Official Description	Manufacturer
2010 Ford F150 Lariat Crew 4x4	Ford
2007 Peterbilt 379	Peterbilt
2013 Peterbilt 389	Peterbilt
2000 Balzer 4200	Balzer
1997 Balzer Frame Only	Balzer
1999 Balzer 4200	Balzer
2002 Balzer 4200	Balzer
2009 Balzer 4800	Balzer
2002 Balzer 4200	Balzer
1998 VMI 8 x 30 Dredge	VMI
1987 Fruehauf 8400	Fruehauf
1986 Trailmobile 8400	Trailmobile
1991 Trailmaster 8400	Trailmaster
1990 Trailmaster 8400	Trailmaster
1995 Trailmaster 8400	Trailmaster
1976 Heil 7800	Heil
1999 XL Drop Deck 10 x 43	XL
2000 Doonan Step Deck 53'	Doonan
1985 Fruehauf 8400	Fruehauf
1994 Trailmaster 8400	Trailmaster
1987 Fruehauf 8400	Fruehauf
1980 Heil 8400	Heil
1999 Big Tex Flat Bed 8 x 22	Big Tex
2008 Talbert Lowboy	Talbert
1982 Heil 8400	Heil
2000 New Holland 6610S	New Holland
2010 New Holland T8030	New Holland
2010 New Holland T8030	New Holland
2007 Trailmaster Utility 16ft	Trailmaster
2007 INTE Load Runner Cargo 16ft	Load Runner
1995 East	East
1989 Trailmaster 6000	Trailmaster
1986 Trailmaster 7400	Trailmaster
2015 Mack CHU613	Mack
1986 Trailmaster	Trailmaster
2010 New Holland 8020	New Holland
2015 Chevy 1500 Silverado LT Crew 4x4	Chevy

Official Description	Manufacturer
2015 Chevy 2500 Silverado WT Double 4x4	Chevy
2016 Chevy 2500 Silverado WT Crew 4x4	Chevy
2013 New Holland T8.275	New Holland
2011 New Holland T8020	New Holland
2012 New Holland T8.300	New Holland
2012 New Holland T8.300	New Holland
2018 Mack GU713	Mack
2018 Mack GU714	Mack
2018 Mack CHU613	Mack
2012 New Holland T8300	New Holland
2018 Big Tex Utility	Big Tex
2018 Talbert Drop Deck	Talbert
2006 Dragon 6300	Dragon
2006 Dragon 6300	Dragon
2011 Mack CHU613	Mack
2012 Mack GU713	Mack
1984 Traf	Traf
2008 Dragon	Dragon
2018 Ford F250 King Ranch SD Crew 4x4	Ford
2014 New Holland T8.275	New Holland
2018 Ford F150 XLT Crew 4x4	Ford
Houle 52'	Houle
Splat Boat 10ft	Splat Boat
2003 Mack CHU613	Mack
2020 Peterbilt 389	Peterbilt
2019 Dodge 1500 RAM Laramie Crew 4x4	Dodge
2019 Ford F250 King Ranch SD Crew 4x4	Ford
2019 Balzer 4900	Balzer
2019 Balzer 4900	Balzer
2018 Peterbilt 389	Peterbilt
2020 Big Tex Utility	Big Tex
2019 Mack PI64	Mack
2019 Ford F150 XLT Crew 4x4	Ford
Pump SuperVac Assist	Pump
2019 Ford F150 XLT Crew 4x4	Ford
1995 Peterbilt 357	Peterbilt
2019 GMC 1500 Sierra SLT Crew 4x4	GMC
Polaris ATV	Polaris
Sawdust Building Recovery	Sawdust Building
2012 Mack GU713	Mack
2006 International MA025	International
1982 International	International
2017 Peterbilt 567	Peterbilt

Official Description	Manufacturer
1999 Peterbilt 567	Peterbilt
2000 Ottawa	Ottawa
2013 Mack GU813	Mack
2014 Volvo VHD700	Volvo
2000 New Holland	New Holland
1990 Homemade Gooseneck	Homemade
2020 Houle 52'	Houle
2019 Ford F250 King Ranch SD Crew 4x4	Ford
2019 Ford F250 King Ranch SD Crew 4x4	Ford
1986 Trailmaster Trailer	Trailmaster
2017 Ford F250 King Ranch SD Crew 4x4	Ford
2019 Ford F250 King Ranch SD Crew 4x4	Ford
New Holland T8030	New Holland
1971 J&L Utility	J&L
1972 Trailmaster	Trailmaster
1972 Trailmaster	Trailmaster
1973 Trailmaster	Trailmaster
1973 Trailmaster	Trailmaster
1973 Trailmaster	Trailmaster
1978 Trailmaster	Trailmaster
1980 Trailmaster	Trailmaster
1982 Heil	Heil
1986 Fruehauf	Fruehauf
1985 Trailmaster	Trailmaster
1986 Trailmaster	Trailmaster
1986 Vim	Vim
1990 John Deere 4955	John Deere
1990 Fruehauf	Fruehauf
1993 Fruehauf Drop Deck	Fruehauf
1993 New Holland 8970	New Holland
1997 Trailmaster	Trailmaster
1998 Cummins Green Generator	Cummins
1998 Mcelroy 125001	Mcelroy
1999 Balzer 4200	Balzer
2000 EMS Connex Building	EMS
2000 H&H Floating Dredge	H&H
2001 Nissan Forklift	Nissan
2001 Stephens	Stephens
2001 Stephens	Stephens
2003 Balzer 4200	Balzer
2003 John Deere 444H	John Deere
2003 Heil	Heil
2004 Miller Bobcat	Miller

Official Description	Manufacturer
2004 Big Tex Utility	Big Tex
2005 Balzer 4200	Balzer
2005 John Deere 8420	John Deere
2005 Ford Ranger Edge Reg 4x2	Ford
2005 Balzer 4200	Balzer
2005 Trailking Utility Pintle	Trailking
2006 Heil	Heil
2007 Econoline Pintle Hitch	Econoline
2007 Balzer 4200	Balzer
2007 Holland	Holland
2007 Pump Submersible 6"	Pump
2007 John Deere 8330	John Deere
2007 Ford Ranger Sport Ext 4x4	Ford
2008 Houle 42'	Houle
2008 New Holland T8020	New Holland
2009 Appalachian Dredge Trailer DR15	Appalachian
2009 Farmstar Hose Reel	Farmstar
2009 Trailmaster Gooseneck	Trailmaster
2010 Houle 52'	Houle
2011 Houle 52'	Houle
2011 Building	Building
2011 Houle 52'	Houle
2011 Farm Tractor	Farm Tractor
2011 New Holland T8030	New Holland
2011 New Holland T8020	New Holland
2011 New Holland T8030	New Holland
2011 MEB Utility	MEB
2012 Ford F450 SD Crew 4x4 Dually	Ford
2012 Houle 52'	Houle
2012 New Holland T8030	New Holland
2012 New Holland T8030	New Holland
2012 New Holland T8030	New Holland
2012 Dakota Utility	Dakota
2013 Houle 52'	Houle
2013 New Holland T8.275	New Holland
2013 New Holland T8.275	New Holland
2013 New Holland T7.260	New Holland
2014 Northstar 6500 Generator	Northstar
2014 VMI 615 Dredge	VMI
2014 John Deere 6140	John Deere
2014 Big Tex Utility	Big Tex
2015 Gea Agi-Pompe Articulated 42'	Gea
2015 Texwin Carport	Texwin

Official Description	Manufacturer
2015 Lark Utility	Lark
2016 Ithaca Office Trailer 12x50	Ithaca
2016 Scale House	Unknown
2017 Lamar Utility Fuel	Lamar
2017 Wintexag Soil Sampler	Wintexag
2017 Balzer 4800	Balzer
Honda 420 4x4	Honda
Laymor Street Sweeper	Laymor
Storage Building Timeclock	Storage Building
Kubota L4600	Kubota
H&H MDS120 Dredge	H&H
2014 Mid America 7010 Truck Scale	Mid America
Balzer 4200	Balzer
GP Odor Control System 13hp	Unknown
GP Odor Control System 13hp	Unknown
Fuel Tank 10,000 Gal	Fuel Tank
1987 Raven	Raven
Houle 52'	Houle
Houle 52'	Houle
John Deere 8330	John Deere
1998 New Holland 8970	New Holland
Punmp 6" w/20' impeller	Punmp
John Deere 4955	John Deere
Pump Lagoon	Pump
Balzer 4200	Balzer
1989 Mack R600	Mack
Parker	Parker
600' 8" Lay Flat Hose	600' 8" Lay Flat Hose
New Holland 3118	New Holland
2007 Homemade Utility	Homemade
PSI - Capture Scan Station	Psi - Capture Scan Station
Utility	
2007 Pump Submersible	Pump
Roll Off Container	Roll Off Container
Roll Off Container	Roll Off Container
2004 Capacity TJ5000	Capacity
2008 Balzer 6500	Balzer
2004 Mack CV713	Mack
2015 Nuhn Crawler	Nuhn
2013 Cadman Hose Reel	Cadman
2014 Cadman Hose Reel	Cadman
2014 Cadman Hose Reel	Cadman
2009 Mack GU713	Mack

Official Description	Manufacturer
2018 Dragon 6300	Dragon
2020 Ford F250	Ford
Boerger HLA1540 Grinder	Boerger
Improvement to Recovery	
2021 Ford F250	Ford
52' Houle Hog Pump	
2000 Houle 52'	Houle
2008 Houle 52'	Houle
2011 Houle 52'	Houle
2013 Houle 52'	Houle
Farmstar Hose Reel	Farmstar
Splat Boat	Splat Boat
H&H Generator	H&H
Houle 52'	Houle
Frac Tank	Frac Tank
2010 Houle 52'	Houle
Splat Boat	Splat Boat
2015 Houle 32'	Houle
2016 Houle 52'	Houle
Unknown Light Plant	Unknown
Pump 6"	Pump
Pump Submersible 6"	Pump



AUTHORITY TO SIGN

Denali Water Solutions LLC Corporate Evidence of Authority to Sign, Solely for Routine bids and Customer Contracts associated with the handling of Biosolids. This authority does not extend to any other type of contract.

A meeting of the Board of Directors for Denali Water Solutions LLC was held on February 11, 2020. Present at the meeting were Andy McNeill, Rob Currey, B.J. Loessberg, Kevin Dunlap, Todd Sims, and Ransom Langford. During the meeting, the Board of Directors authorized the following to sign contracts and agreements on behalf of Denali Water Solutions LLC:

- Andy McNeill, Chief Executive Officer
- Jeffrey LeBlanc, President
- Rob Currey, Chief Financial Officer
- Scott Walker, Director of Assets & Procurement
- Jeff Thurber, General Manager
- Todd Sims, Chief Investment Officer

A handwritten signature in blue ink, appearing to read "A McNeill", is written over a horizontal line.

Signed by: Andy McNeill, Chief Executive Officer



STATEMENT OF QUALIFICATIONS

Denali Water has been in the business of providing residuals management services for the last 24 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

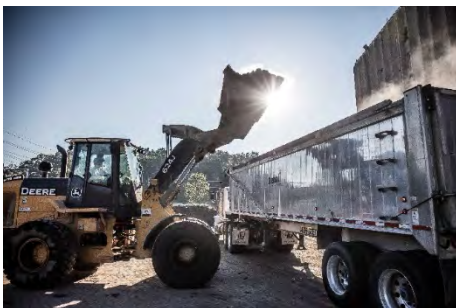
History

Denali Water was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali Water was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.



The Denali Team

We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

ANDY MCNEILL - CHIEF EXECUTIVE OFFICER



With over 15 years of industry experience Andy has led as CEO since 2002. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

JEFFREY J. LEBLANC - PRESIDENT



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is responsible for overseeing all aspects of sales, marketing and business development, as well as environmental and regulatory compliance. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

JIMMY MARDIS - CHIEF ENVIRONMENTAL OFFICER



Jimmy is Denali's Chief Environmental Officer with over 25 years of experience in the Environmental Management food industry, with a focus on environmental. He also served for seven years as a pilot in the United States Air Force. Jimmy is a founding Board Member of the Illinois River Water Shed Partnership and Board Member for Shiloh Christian School. He lives and works in Rogers, AR with his wife Terri.

ROB CURREY - CHIEF FINANCIAL OFFICER



Rob Currey serves the company as its Chief Financial Officer. Rob's professional experience has been focused on the intersection of entrepreneurship, energy and resource use, and environmental stewardship. Rob's diverse background spans private equity investing, renewable-energy project development, corporate strategy at a large multinational company, and most recently, CFO roles at companies focused on delivering municipal wastewater systems and services. Rob received a graduate degree from Duke University with a Master of Environmental Management. Rob pursued his undergraduate studies at Princeton where he earned his Bachelor of Science degree in Engineering, and where he played varsity football.

GARY EMERY - VICE PRESIDENT, SALES & DEVELOPMENT



Gary is Vice President of Sales & Development for Denali, bringing a breadth of knowledge in the environmental and residuals management industry. He began his career in 1986 with an Arkansas-based environmental trucking company. Gary is a proven expert in the lagoon business as a key player for municipalities, solving liquid event problems. Gary has been with Denali since 2009 and was previously in management as an Operations Manager at Mid-America Environmental Solutions. Gary has managed operations, sales, dispatch, and environmental work throughout the South-Central region. His analysis of customer needs and determining operational resources are unmatched in the environmental sector.

JASON GOLDEN – GENERAL MANAGER, CENTRAL REGION



Jason joined Denali in 2006. He holds a degree from Arkansas Tech University and is a certified Residential and Commercial contractor in the state of Arkansas. Jason began with the company as the Asset Manager and became the Liquid Events Operations Manager in February 2009. Jason has responsibility for project development and growth in the municipal services sector. He oversees projects ranging from small lagoon cleanouts in farming communities to large multiyear sludge management project handling hundreds of thousands of tons per year for cities such as Dallas, Houston, Norman OK, as well as a large percentage of the Rio Grande Valley.

JASON R. RAMSEY - DIRECTOR OF SAFETY



Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 5

MEETING DATE: MARCH 21, 2022

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing the execution of a supplemental agreement with KDOT for the US-56 Reconstruction project

Strategic Priority: Infrastructure and Asset Management; Quality of Life

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the Mayor to execute a supplemental agreement with the Kansas Department of Transportation (KDOT) to construct the US-56 Reconstruction project.

Background/Description of Item:

In February of 2021, the City entered into an agreement with KDOT to construct improvements to US-56 in Gardner. The initial agreement limited KDOT's financial contribution to \$3,000,000. KDOT has since agreed to contribute an additional \$350,000 towards construction of the project. The purpose of this supplement is to account for this additional funding.

Financial Impact:

The current estimated project costs are as follows:

Overall estimated project cost	\$7,196,500
Price Chopper	\$400,000
CARS	\$735,000
KDOT Funds	<u>\$3,350,000</u>
City Responsibility	\$2,711,500

The City's portion of the costs will be initially financed with cash until General Obligation Bonds are issued for permanent financing. The Special Highway Fund will transfer funds annually to the Bond & Interest Fund to cover annual debt service.

Attachments Included:

- Supplemental Agreement

Suggested Motion:

Authorize the Mayor to execute a supplemental agreement with KDOT to construct the US-56 Reconstruction project.

PROJECT NO. KA-5420-01
ACNHP-A542(001)
PAVEMENT REPLACEMENT
CITY OF GARDNER, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Supplemental Agreement, made and entered into effective the date signed by the Secretary or the Secretary's designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Gardner, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated February 17, 2021, for KA-5420-01, a City Connecting Link Improvement Project (CCLIP) (the "Original Agreement").
- B. The Parties mutually desire to supplement the Original Agreement to reflect an increase in the Secretary's financial contribution to the Project and to make other necessary contract revisions.

NOW, THEREFORE, the Parties agree as follows:

1. On page 4 of the Original Agreement, Article II, paragraph 1: Funding, is replaced in its entirety to read as follows:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	75% of Participating Costs of Construction, not to exceed \$2,000,000.00. After first \$2,000,000.00 limit is reached, 90% of Participating Costs of Construction, not to exceed \$1,350,000.00. 100% Costs of Construction Engineering (CE).

City	<p>25% of Participating Costs of Construction until Secretary's \$2,000,000.00 limit is reached.</p> <p>10% of Participating Costs of Construction after Secretary's \$2,000,000.00 limit is reached and until Secretary's \$1,350,000.00 limit is reached.</p> <p>100% of Participating Costs of Construction after Secretary has contributed project maximum of \$3,350,000.00.</p> <p>100% of Cost of Preliminary Engineering, Right of Way, and Utility Adjustments.</p> <p>100% Non-Participating Costs.</p>
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2. On page 13 and 14 of the Original Agreement, Article V, new paragraphs 11, 12, 13, and 14, are added to read as follows:

11. **Anti-Lobbying.** If the total value of this agreement exceeds \$100,000.00, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 6 to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient of the federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

12. **System for Award Management.** The City has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The City shall maintain such registration at all times during which it has active federal awards.

13. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

14. **Audit Requirements.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public

accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

- a. **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

3. **Debarment & Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Supplemental Agreement, the City verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213.

4. **Counterparts.** This Supplemental Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one in the same Agreement.

5. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions, or conditions of the Original Agreement, which is incorporated into this Supplemental Agreement by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF GARDNER, KANSAS

CITY CLERK (Date)

MAYOR (Date)

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

COUNCIL ACTION FORM PLANNING CONSENT AGENDA ITEM NO. 1

MEETING DATE: **MARCH 21, 2022**

STAFF CONTACT: **DAVE KNOPIK, COMMUNITY DEVELOPMENT DIRECTOR**

Agenda Item: Consider accepting the dedication of right-of-way and easements on the final plat for Prairie Trace Meadows Lot 18 Replat

Strategic Priority: Quality of Life, Economic Development and Asset and Infrastructure Management

Department: Community Development Department

Planning Commission Action/Recommendation:

After review of application FP-22-01 Lot 18, Prairie Trace Meadows First Plat, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Revise the plat to differentiate from the previously approved plat with the lot number shown as Lot 18A.
2. Remove the name of Scott Boden from the Planning Commission Chair to allow for the name of the current Planning Commission Chair.

and recommends the Governing Body accept the dedication of right-of-way and easements.

Staff Recommendation:

Staff recommended approval of the final plat for Prairie Trace Meadows Lot 18 Replat with the conditions outlined in the Planning Commission Recommendation.

Background/Description of Item:

The original Prairie Trace Meadows plat was approved by the Governing body on July 23, 2020. The originally platted subdivision of Prairie Trace Meadows included a 20' sanitary sewer easement that was dedicated along the south side of Lot 18. This application is seeking to reduce the easement down to 17' in order to provide enough lot area for the construction of a new house.

Financial Impact:

None

Attachments included:

- Planning Commission packet
- Final plat document
- Excerpt of the minutes from the February 28, 2022 Planning Commission meeting.

Suggested Motion:

Accept the dedication of right-of-way and easements on the final plat for Prairie Trace Meadows Lot 18 Replat



AGENDA

Planning Commission Meeting
Monday February 28, 2022
7:00 pm
Gardner City Hall
120 E. Main Street

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Planning Commission for study. These items are considered to be routine and will be enacted upon by one motion with no separate discussion. If separate discussion is desired on an item, from either the Planning Commission or from the floor, that item may be removed from the Consent Agenda and placed on the Regular Agenda.

1. Standing approval of the minutes as written for the meeting on January 24, 2022.

REGULAR AGENDA

1. **Final Development Plan, FDP-21-08-** AutoSoak Carwash
Located on Gardner Rd. Lot 4, Plaza South
2. **Final Development Plan, FDP-21-06-** Panda Express
Located in the southwest corner of Cedar Niles and Santa Fe St
3. **Final Development Plan, FDP- 22-01-**Center Street Commons Liquor Store
Located at the southeast corner of 183rd & Center St.
4. **Final Plat, FP-22-01, Prairie Trace Estates Lot 18**
Located at 17769 Houston St

DISCUSSION ITEMS

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's office at 856-0945 a minimum of 48 hours prior to the meeting.

PLANNING COMMISSION STAFF REPORT NEW BUSINESS ITEM NO. 4
MEETING DATE: February 28, 2022
PREPARED BY: Jesse Hunter, Planning Intern

PROJECT NUMBER / TITLE: FP-22-01 Lot 18, 17769 Houston, Prairie Trace Meadows

PROCESS INFORMATION

Type of Request: Final Plat
Date Received: January 14, 2022

APPLICATION INFORMATION

Applicant: Schlager & Associates, P.A., David Rinne, PS
Owner: Clint Gentry, Authentic Homes KC, LLC
Parcel ID: CP73150000-0018
Location: 17769 Houston St

REQUESTED ACTION

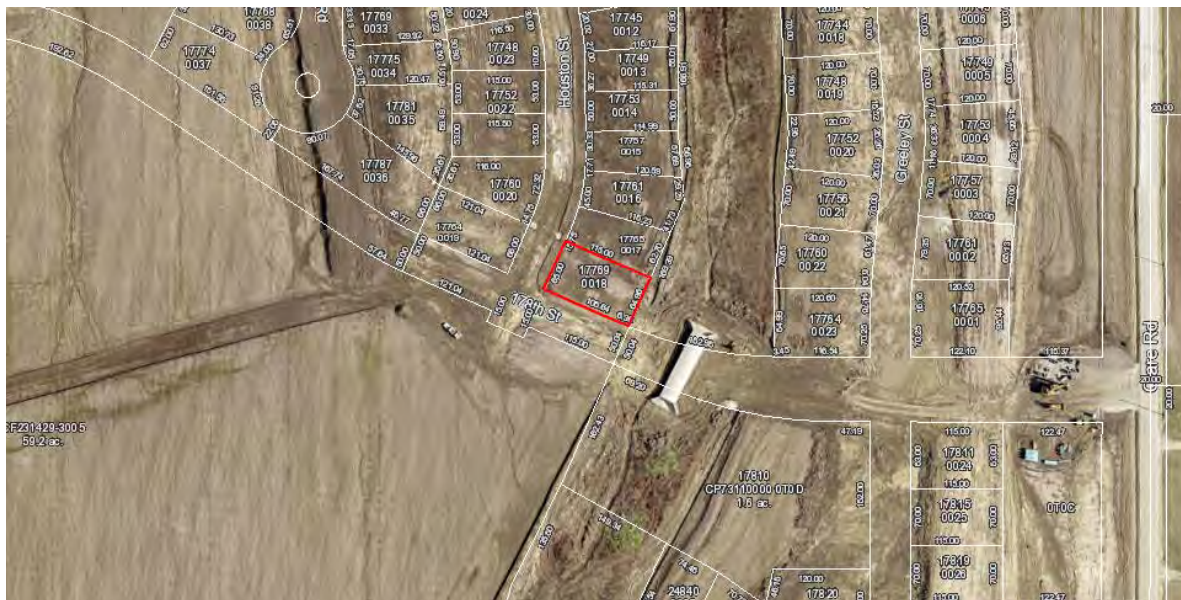
The applicant is requesting a replat of all of Lot 18 as platted in Prairie Trace Meadows, First Plat.

EXISTING ZONING AND LAND USE

Currently the property is zoned RP-2, (Planned Two Family Residential) District with an approved final development plan and final plat for Prairie Trace Meadows, First Plat. The property is currently vacant.

EXISTING CONDITIONS

The property has a 7.5' wide drainage easement along the north, a 15' wide utility easement along the west, and south, a 10' wide utility easement along the east, and a 20' wide sanitary sewer easement along the west and south. The buildable area is constrained by these easements.



BACKGROUND / HISTORY

The property was approved to be platted by the Governing body with FP-20-02 on July 23, 2020.

STAFF ANALYSIS - FINAL PLAT

FP-22-01, a replat of Lot 18 was requested with the purpose of narrowing the existing 20' wide sanitary sewer easement along the south side to be 17' wide to allow space needed for the construction of a similar style house to those on other lots in Prairie Trace Meadows.

17.03.020 (E1) Review Criteria:

Staff Comment: *The review criteria for FP-20-02, which includes this lot 18, was approved on June 23, 2020 by the planning commission.*

EXCISE TAX

None

ATTACHMENTS

- I. Final plat document
- II. Application

RECOMMENDATION

Staff recommends approval of the final plat for Lot 18 as platted in Prairie Trace Meadows, First Plat with the conditions outlined in the Recommended Motion below.

Recommended Motion:

After review of application FP-22-01 Lot 18, Prairie Trace Meadows, First Plat the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Revise the plat to differentiate from the previously approved plat with the lot number shown as Lot 18A.
2. Remove the name of Scott Boden from the Planning Commission Chair to allow for the name of the current Planning Commission Chair.

and recommends the Governing Body accept the dedication of right-of-way and easements.



Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

FINAL PLAT APPLICATION

Pre-App Date	2-27-22
Fee	257-pond
File No.	22-01

OWNER INFORMATION

Name(s) Clint Gentry
Contact Authentic Homes KC, LLC
Address 210 SW Market Street
City Lee's Summit State MO Zip 64063
Phone 913-515-3894 Email _____

APPLICANT/AGENT INFORMATION

Name(s) Schlagel
Contact David Rinne, PS
Address 14920 W 107th Street
City Lenexa State KS Zip 66215
Phone 913-492-5158 Email comments@schlagelassociates.com

SITE INFORMATION

Property Address/Location 17769 Houston Street (W 78th Street and Houston Street)
Legal Description (Attach If Necessary) see attached
Number of Existing Lots 1 Number of Proposed Lots 1
Total Site Area 7,475.12 Present Zoning RP-2
Number of Existing Structures N/A Present Land Use vacant lot
Proposed Street Design Type(s) & Class public
Proposed Type(s) Open & Civic Space _____
Proposed Frontage Type(s) _____
Proposed Building Types(s) _____

SIGNATURE

I/We, the undersigned am/are the **(owner(s))**, **(duly authorized agent)**, **(Circle One)** of the aforementioned property. By execution of my/our signature, I/we do hereby officially apply for final plat as indicated above.

Signature(s): Date 1/14/2022
by David A. Rinne, PS, Schlagel & Associates, P.A. Date _____

DESCRIPTION:

A replat of all of Lot 18 as platted in Prairie Trace Meadows, First Plat, a subdivision in the City of Gardner, Johnson County, Kansas.

DEDICATIONS:

The undersigned proprietor of the described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "PRAIRIE TRACE MEADOWS LOT 18 REPLAT".

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "UIE" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.

An easement or license is hereby granted to the City, to locate, construct and maintain or authorize the location, construction or maintenance and use of sanitary sewer pipes and structures upon, over and under the areas outlined and designated on this plat as "Sanitary Easement" or "S/E".

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.

NOTES:

FLOOD NOTE: This Property lies within Flood Zone X, defined as areas determined to be outside the 0.2% annual chance floodplain as shown on the FIRM Map 20091C0121G, revised August 3, 2009.

Prairie Trace Meadows subdivision is located in close proximity to New Century Air Center and aircraft, including jets, operating from the airport should be expected to overfly, be visible from, and be heard from the property on a regular basis.

CONSENT TO LEVY:

The undersigned proprietor of the above described tract of land hereby agrees and consents that the City of Gardner, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land so dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on said dedicated public way or thoroughfare.

EXECUTION:

IN TESTIMONY WHEREOF, _____, Manager of AUTHENTIC HOMES KC, LLC, a _____ limited liability company, by the authority of its Manager, has caused this instrument to be executed, this ____ day of _____, 2022.

AUTHENTIC HOMES KC, LLC,

By: _____, Manager

ACKNOWLEDGMENT:

STATE OF _____)
COUNTY OF _____)ss.

BE IT REMEMBERED that on this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, came _____, Manager of AUTHENTIC HOMES KC, LLC, a _____ Limited Liability Company, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and such duly acknowledged the execution of the same to be the act and deed of same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public _____ My Commission Expires: _____

Print Name _____

APPROVALS:

PLANNING COMMISSION:

APPROVED BY, the Planning Commission of the City of Gardner, Johnson County, Kansas this ____ day of _____, 2022.

Scott Boden, Chair

MAYOR:
ACCEPTANCE OF DEDICATIONS AND EASEMENTS BY, the Governing Body of the City of Gardner, Johnson County, Kansas this ____ day of _____, 2022.

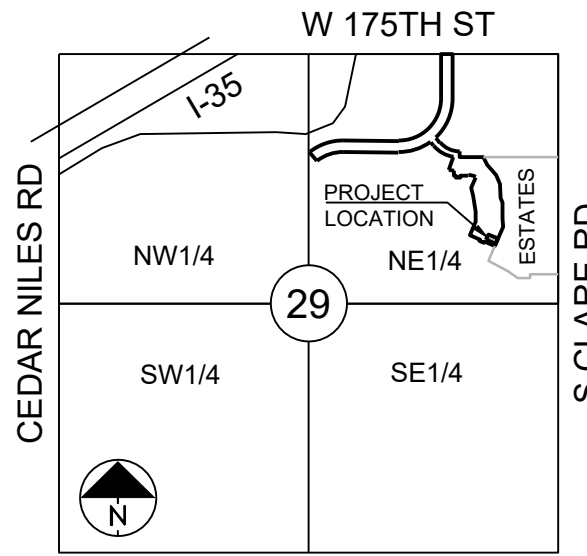
BY: _____ Attest: _____
Todd Winters, Mayor Sharon Rose, City Clerk

LEGEND:

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR W/LS-54 CAP UNLESS OTHERWISE NOTED
- EXISTING PLAT AND R/W LINES
- EXISTING LOT AND PROPERTY LINES
- BL - BUILDING LINE
- R/W - RIGHT-OF-WAY

FINAL PLAT OF PRAIRIE TRACE MEADOWS LOT 18 REPLAT

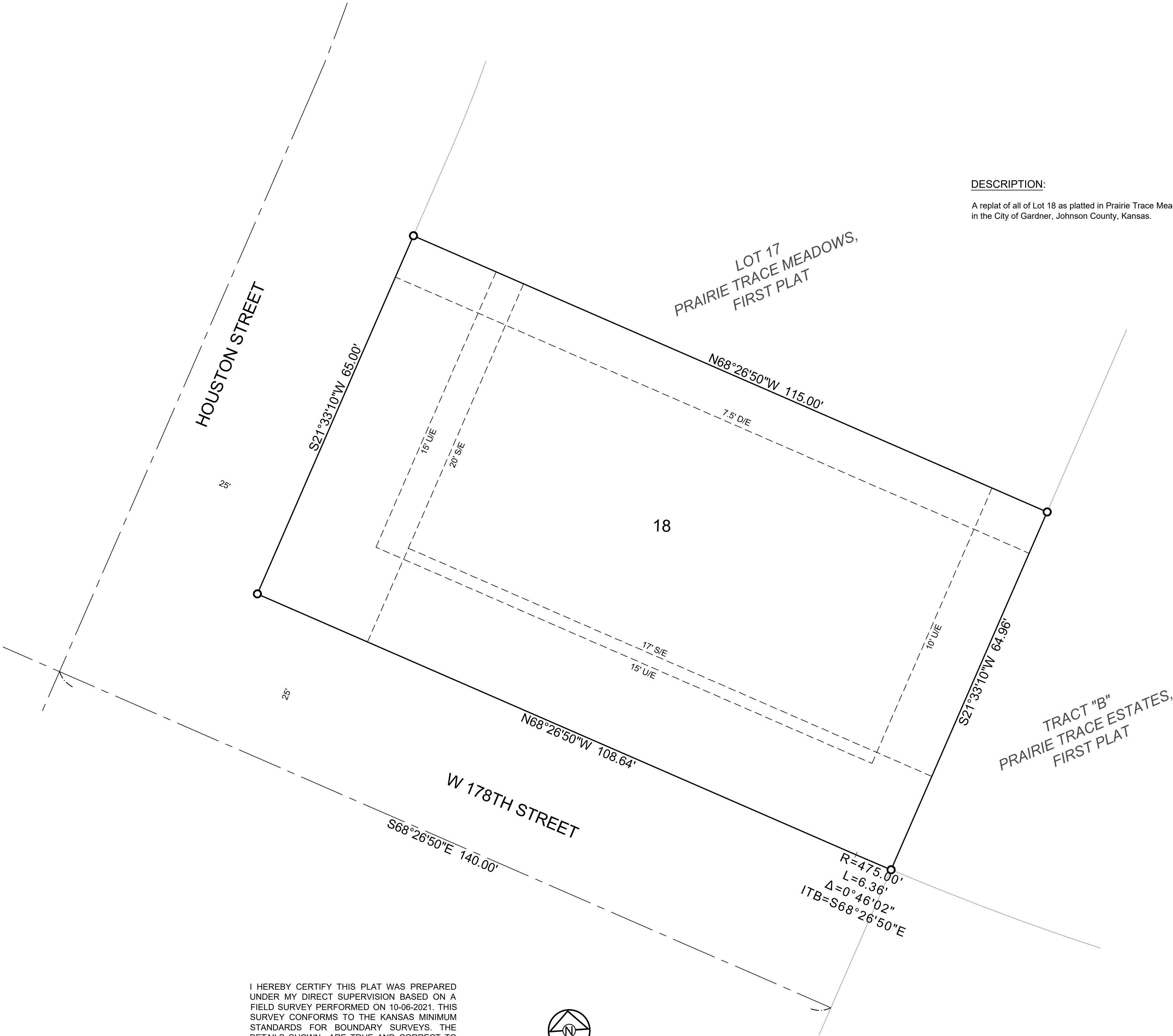
A REPLAT OF LOT 18 "PRAIRIE TRACE MEADOWS, FIRST PLAT"
PART OF THE NORTHEAST 1/4 OF SEC. 29-14-23
IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS



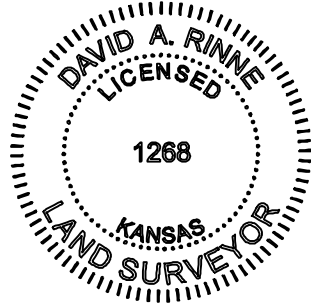
W 183RD ST
SECTION 29-14-23
LOCATION MAP
SCALE 1" = 2000'

DESCRIPTION:

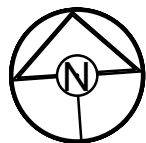
A replat of all of Lot 18 as platted in Prairie Trace Meadows, First Plat, a subdivision in the City of Gardner, Johnson County, Kansas.



I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED ON 10-06-2021. THIS SURVEY CONFORMS TO THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



David A. Rinne - Land Surveyor
KS# LS-1268



0 10' 20'
SCALE: 1" = 10'

BASIS OF BEARINGS:
KANSAS STATE PLANE
COORDINATE SYSTEM
(NAD)1983, KANSAS,
NORTH ZONE

OWNER:
AUTHENTIC HOMES KC, LLC
210 SW MARKET STREET
LEE'S SUMMIT, MO 64063



DATE	01-14-22	FINAL PLAT OF PRAIRIE TRACE MEADOWS LOT 18 REPLAT
DRAWN BY	AC	
CHECKED BY	DR	
PROJ. NO.	21-154	
		SHEET NO. 1

PLANNING COMMISSION MEETING
City of Gardner, Kansas
Council Chambers
February 28, 2022, 7 p.m.

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:01 p.m. on Monday, February 28, 2022, by Chair Meder.

PLEDGE OF ALLEGIANCE

Commissioner Meder led the Pledge of Allegiance.

ROLL CALL

Chair Meder
Commissioner Ham
Commissioner Hansen
Commissioner McNeer
Commissioner Jueneman
Commissioner Cooper

Staff members present:

David Knopick, Community Development Director
Robert Case, Principal Planner
Melissa Krayca, Administrative Assistant
Spencer Low, City Attorney

EXCERPT OF MINUTES

4. Final Plat, FP-22-01, Prairie Trace Estates Lot 18, 17769 Houston St

STAFF PRESENTATION

Jesse Hunter, Planning Intern presented the information in the staff report for Prairie Trace, Lot 18 which is located at the corner of Houston and 178th St. It was part of the first plat for Prairie Trace Meadows, which went before Planning Commission in 2020. The property is zone RP-2 and is currently vacant. The property has drainage easement to the north, a utility easement along the west, south and east and a sanitary sewer easement along the south. A replat of Lot 18 was requested with the purpose of narrowing the existing 20' wide sanitary sewer easement along the south side to 17' wide to allow space for the construction of a similar style house to those on other lots in Prairie Trace Meadows.

COMMISSION DISCUSSION

No discussion.

After review of application FP-22-01 Lot 18, Prairie Trace Meadows, First Plat the Planning Commission approves the application as proposed, provided the following conditions are met:

- 1. Revise the plat to differentiate from the previously approved plat with the lot number shown as Lot 18A.**
- 2. Remove the name of Scott Boden from the Planning Commission Chair to allow for the name of the current Planning Commission Chair.**

And recommends the Governing Body accept the dedication of right-of-way and easements.

Motion made by Commissioner McNeer and seconded by Commissioner Jueneman.

Motion passed 6-0.

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: MARCH 21, 2022

STAFF CONTACT: AMY FOSTER, BUSINESS SERVICES MANAGER

Agenda Item: Consider adopting an ordinance amending Chapter 2.50 of the Gardner Municipal Code relating to Municipal Court

Strategic Priority: Infrastructure & Asset Management

Department: Finance and Police Department

Staff Recommendation:

Staff recommends adopting an ordinance to amend Chapter 2.50 of the Gardner Municipal Code relating to Municipal Court.

Background:

Staff has reviewed the Municipal Code and is proposing text amendments within Chapter 2.50 relating to Municipal Court. The purpose of this housekeeping ordinance is to suggest changes that remove outdated language and to ensure that the code accurately reflects municipal court operations.

Attachments included:

- A summary of the proposed Municipal Code changes
- Ordinance No. 2728

Suggested Motion:

Adopt Ordinance No. 2728, an ordinance of the City of Gardner, Kansas, amending Chapter 2.50 of the Gardner Municipal Code relating to Municipal Court.

2.50.020

- Capitalized “Kansas Code of Procedures for Municipal Courts”

2.50.060

- Changed the title of the section from “Prosecuting Attorney” to “Prosecuting Attorneys”
- Change two (2) instances of the word “Attorney” to “Attorneys”
 - Reflects the changes in structure to create two separate part time prosecutor positions (Prosecutor and Lead Prosecutor)

2.50.090

- Change to read as follows: All fines, fees, penalties and court costs shall be paid to the Municipal Court, who shall receipt the funds on the appropriate case. Such receipt shall then be filed with the City of Gardner Fiscal Services division, who shall deposit the funds.
 - Costs were previously to be paid to the judge and fines to the City Clerk. The suggested change (All fines, fees, and costs to the Municipal Court, etc.) reflects how fines and costs are currently routed.

2.50.100

- The title of this section is changed to read “Appointment of Public Defenders”
 - This change reflects current vernacular
- Changed to read as follows: The Public Defenders shall be appointed by the Mayor based on the recommendation of the Municipal Court Judge. If it shall become necessary for the Municipal Judge of the Municipal Court of the City of Gardner, Kansas, to appoint counsel for indigent defendants pursuant to K.S.A. 12-4405, the appointed Public Defenders shall be paid on a monthly basis. The Public Defenders will represent Defendants in judicial proceedings in a competent, effective and ethical manner, when assigned by the Municipal Court Judge.
 - Reflects Council-directed changes to how Public Defenders are paid
 - Reflects desired practice of appointment for Public Defenders

2.50.110

- The previous section 2.50.110 “Report of Municipal Judge” has been removed in its entirety
- Previously 2.50.120 – the title of this section is changed to read “Rewards paid to the Fiscal Services Division”
 - Reflects that payments of this type should be made to the Fiscal Services division rather than the City Clerk. This is consistent with changes to 2.50.090 described above.

2.50.120(D)

- Previously 2.50.130(D) – add “fees, fines, (and) penalties” to the list of items the judge may waive or allow to be paid in installments due to hardship.
 - Provides more flexibility regarding what can be waived or put on an installment plan

2.50.140(A)

- Previously 2.50.150 (A) - Removed last sentence: “provided, however, any such person who has not made bond and who has not appeared before the Municipal Court within 12 hours after being detained or arrested shall be released on his/her personal recognizance to appear at a later date”

2.50.140(B)(1)

- Previously 2.50.150(B)(1) – Add credit card to the list of acceptable payments for appearance bonds

2.50.140(D)

- The previous subsection 2.50.150(D) “City Traffic Ordinance Violations” has been removed in its entirety. The numbering of subsequent sections has been updated accordingly.

2.50.140(E)

- Previously 2.50.150(F) – Change the recipient of remittance from “City Clerk” to “Fiscal Services Division”
 - Reflects current practices and is consistent with the balance of the changes to this section.

2.50.160

- “Failure to Comply” – This section has been removed in its entirety.

ORDINANCE NO. 2728

AN ORDINANCE OF THE CITY OF GARDNER, KANSAS, AMENDING CHAPTER 2.50 OF THE GARDNER MUNICIPAL CODE RELATING TO MUNICIPAL COURT.

WHEREAS, it is the intent of the City Council of the City of Gardner to accomplish a general housekeeping ordinance to amend Chapter 2.50 of the Municipal Code relating to Municipal Court,

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE: Chapter 2.50 is hereby amended to read as follows:

2.50.010 MUNICIPAL COURT ESTABLISHED. There is hereby established a Municipal Court for the City of Gardner, Kansas. The Municipal Court shall have jurisdiction to hear and determine cases involving violations of the laws of the City.

2.50.020 MUNICIPAL COURT – PRACTICE AND PROCEDURES. The Kansas Code of Procedures for Municipal Courts, as set forth in K.S.A. 12-4101 et seq., and all acts amendatory or supplemental thereto, shall govern the practice and procedure in all cases in the Municipal Court.

2.50.030 APPOINTMENT OF MUNICIPAL JUDGE. The Municipal Court shall be presided over by a Municipal Judge who shall be appointed by the Mayor with the consent of the Council

2.50.040 POWERS AND DUTIES OF MUNICIPAL JUDGE. The Municipal Judge shall have such powers and duties as set forth in the Kansas code of procedure for municipal courts (K.S.A. 12-4101 et seq.) and all acts amendatory or supplemental thereto.

2.50.050 MUNICIPAL JUDGE PRO TEM. If the Municipal Judge is absent, sick, or disqualified from acting, the Judge shall appoint some suitable and proper person to be Municipal Judge pro tem until such absence, disability or objection shall cease.

2.50.060 PROSECUTING ATTORNEYS. The Prosecuting Attorneys shall be appointed by the Mayor with the consent of the Council, and shall prosecute all contested cases in Municipal Court and shall appear to prosecute such other cases as the judge of the Municipal Court shall deem necessary.

2.50.070 MUNICIPAL COURT SESSIONS. The Governing Body of the City of Gardner, Kansas, hereby establishes the second Tuesday and the Wednesday following the second Tuesday of each month, and the fourth Tuesday and the Wednesday following the fourth Tuesday of each month as the regular court sessions of the Municipal Court of the City of Gardner, Kansas, which shall be held at the Gardner Justice Center, 16540 Moonlight Road, Gardner, Kansas. The Municipal Judge may cancel court sessions or add additional court sessions as deemed necessary at any time.

2.50.080 MUNICIPAL COURT RECORD. All prosecution for violating any City ordinance shall be entitled, "The City of Gardner against _____," and the Municipal Judge shall state in his/her docket the name of the complainant; the nature or character of the

offense; the date of the trial; the names of all the witnesses sworn and examined; the findings of the Court; the judgment of fine and costs; the date of payment; the date of issuing commitment, if any; and every other fact necessary to show the full proceedings in such case. The procedure in the Municipal Court shall be as provided in the Laws of the State of Kansas.

2.50.090 FINE AND COSTS – HOW PAID. All fines, fees, penalties and court costs shall be paid to the Municipal Court, who shall receipt the funds on the appropriate case. Such receipt shall then be filed with the City of Gardner Fiscal Services division, who shall deposit the funds.

2.50.100 APPOINTMENT OF PUBLIC DEFENDERS. The Public Defenders shall be appointed by the Mayor based on the recommendation of the Municipal Court Judge. If it shall become necessary for the Municipal Judge of the Municipal Court of the City of Gardner, Kansas, to appoint counsel for indigent defendants pursuant to K.S.A. 12-4405, the appointed Public Defenders shall be paid on a monthly basis. The Public Defenders will represent Defendants in judicial proceedings in a competent, effective and ethical manner, when assigned by the Municipal Court Judge.

2.50.110 REWARDS PAID TO THE FISCAL SERVICES DIVISION. All money due to or received by the Chief of Police or any Police Officer on account of any reward accruing to him/her in consequence of any action in the line of duty shall be paid to the Fiscal Services Division and deposited to the credit of the general fund of the City.

2.50.120 MUNICIPAL COURT - COSTS.

- A. In each proceeding before the Municipal Court for the City of Gardner, Kansas, in which court costs are required or are determined to be assessed against a party, such court costs shall be in the amount of \$50.00, which shall include and not be in addition to any of the costs authorized by statute, as the same now provides or as the same may hereafter be amended, except for witness fees and mileage.
- B. In addition to the court costs provided above, the Municipal Judge may also assess witness fees and mileage costs which have been incurred and which are assessable against the defendant authorized by statute.
- C. The Governing Body of the City of Gardner, Kansas, does hereby establish a \$25.00 bench warrant fee, and the Municipal Judge is hereby empowered to assess said fee when the Municipal Judge orders a bench warrant.
- D. In case of extreme hardship, the Municipal Judge is hereby empowered to waive fines, fees, penalties, and court costs, or to permit the payment of same by installments.

2.50.130 CHARGE FOR RETURNED CHECKS. The City shall levy a charge of \$30.00 for all checks returned from the banks to the City for reasons of insufficient funds, account closed or stopped payment.

2.50.140 POSTING OF BONDS. All bonds for appearance in Municipal Court shall comply with this section.

A. Persons Violating City Ordinance, Procedures, Right to Post Bond. Any person arrested or detained by a Police Officer of this City may be taken immediately by said Police Officer to the Police Station of the City or the office in said City designated by the Municipal Judge. At that time, such person shall have the right to post bond for his/her appearance in Court. However, if the Police Officer has probable cause to believe that such person may cause injury to himself, herself or others, or damage to property, and there is no responsible person or institution to which such person might be released, such person shall remain in the protective custody of the law enforcement officer, in the County Jail for a period not to exceed six hours, at which time such person shall be given an opportunity to post bond for his/her appearance. While so held in protective custody, every person shall be permitted to consult with counsel or other persons on his/her behalf. Any person who does not make bond for his/her appearance shall be placed in the County Jail, to remain there until he/she makes bond for his/her appearance, or appears before the Municipal Court at the earliest practical time.

B. Appearance Bonds, Methods of Securing. A person having the right to post bond for appearance shall, in order to do so, execute in writing a promise to appear at the Municipal Court at a stated time and place. Such appearance bond shall be in an amount as determined by the Municipal Judge, and may be secured by any one of the following methods, and when so secured, said person shall be released from custody. The methods of securing the appearance of an accused person are as follows:

1. Payment of cash or credit card, except that the Municipal Judge may permit negotiable securities or a personal check in lieu of cash.
2. The execution of an appearance bond by a responsible individual residing within the State of Kansas, as surety with the approval of the Municipal Judge.
3. A guaranteed arrest bond certificate issued by either a surety company authorized to transact such business within the State of Kansas, or an automobile club authorized to transact business in this State by the Commissioner of Insurance, except that such "guaranteed arrest bond certificate" must be signed by the person to whom it is issued and must contain a printed statement that the surety guarantees the appearance of such person and, in the event of failure of such person to appear in court at the time of trial, will pay any fine or forfeiture imposed upon such person not to exceed an amount to be stated on such certificate.

C. Taking of Cash Bonds. Said cash bond shall be taken in the following manner: The officer shall furnish the person halted a stamped envelope addressed to the Judge or Clerk of the Court named in the written notice to appear and the person shall place in such envelope the amount of the bond, and in the presence of the officer shall deposit the same in the United States mail. After having complied with such, the person halted need not sign the written notice to appear, but the officer shall note the amount of the bond mailed on the notice to appear form and shall give a copy of such form to the person. If the person halted furnished the officer with a guaranteed arrest bond certificate or

bank card draft, the officer shall give such person a receipt therefor and shall note the amount of the bond on the notice to appear form and give a copy of such form to the person halted. Such person need not sign the written notice to appear, and the officer shall present the notice to appear and the guaranteed arrest bond certificate or bank card draft to the Court as soon as reasonably possible.

D. Personal Recognizance. Notwithstanding the provisions above, a Police Officer may release an accused person from custody without requiring security for his/her appearance, and shall release such accused person without requiring security for the appearance, pursuant to any rule or order of the Municipal Judge.

E. Failure to Appear. In the event the accused person fails to appear at the time designated in the appearance bond, or at any subsequent time to which the appearance has been continued, the Municipal Judge shall declare the bond forfeited, except that, if it appears to the Court that justice does not require the enforcement of the forfeiture, the Court may set the same aside upon such conditions as the Court may impose. Where the forfeiture of a bond has become final, the Court shall direct the application of the funds or that suitable action be instituted for the collection from the sureties thereon or from the accused person. Upon collection of the forfeiture bond funds, the Municipal Court Judge or Court Clerk shall remit same to the Fiscal Services Division for deposit to the City general fund.

SECTION TWO: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION THREE: This ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

PASSED and APPROVED this _____ day of _____, 2022.

Todd Winters, Mayor

(SEAL)

ATTEST:

Sharon Rose, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney